**** WARNING ** WARNING ** WARNING ** WARNING ****
This document is intended for informational purposes only.

Users are cautioned that Caltrans does not assume any liability or responsibility based on these electronic files or for any defective or incomplete copying, exerpting, scanning, faxing or downloading of the contract documents. As always, for the official paper versions of the bidders and non-bidder packages, write to the California Department of Transportation, Plans and Bid Documents, Room 0200, P.O. Box 942874, Sacramento, CA 94272-0001, telephone (916) 654-4490 or fax (916) 654-7028. Office hours are 7:30 a.m. to 4:15 p.m. When ordering bidder or non-bidder packages it is important that you include a telephone and fax number, P.O. Box and street address so that you can receive addenda.

Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS
AND
SPECIAL PROVISIONS

FOR CONSTRUCTION ON STATE HIGHWAY IN

SAN BERNARDINO COUNTY NEAR LUDLOW FROM 1.6 km EAST OF
CRUCERO ROAD TO 8.0 km WEST OF KELBAKER ROAD

DISTRICT 08, ROUTE 40

For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor Surcharge and Equipment Rental Rates.

CONTRACT NO. 08-377804

08-SBd-40-R82.1/R117.9

Federal Aid Project

***ACIM-040-1(072)51E**

Bids Open: January 25, 2001
Dated: November 27, 2000

OSD

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IMPORTANT SPECIAL NOTICES

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- The bidder's attention is directed to Section 5, containing specifications for "Disputes Review Board," of the Special Provisions, regarding establishing a Disputes Review Board (DRB) for the project.

- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

  Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

  Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

  Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

  Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

  Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

  Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

  Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

  Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

- **SURETY 2000**

  Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

  Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

  Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

  The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

  "Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

  The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

  The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

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STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

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A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A24A	Pavement Markings - Arrows
A24B	Pavement Markings - Arrows
A24C	Pavement Markings - Symbols and Numerals
A35B	Portland Cement Concrete Pavement (Doweled Transverse Joints)
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A40	Rumble Strip Details
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DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

CONTRACT NO. 08-377804

08-SBd-40-R82.1/R117.9

Sealed proposals for the work shown on the plans entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SAN BERNARDINO COUNTY NEAR LUDLOW FROM 1.6 km EAST OF CRUCERO ROAD TO 8.0 km WEST OF KELBAKER ROAD

will be received at the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692, until 2 o'clock p.m. on January 25, 2001, at which time they will be publicly opened and read in Room C - 1116 at the same address.

Proposal forms for this work are included in a separate book entitled:

STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN SAN BERNARDINO COUNTY NEAR LUDLOW FROM 1.6 km EAST OF CRUCERO ROAD TO 8.0 km WEST OF KELBAKER ROAD

General work description: Highway to be reconstructed.

This project has a goal of 12 percent disadvantaged business enterprise (DBE) participation.
No prebid meeting is scheduled for this project.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-8

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications and Standard Plans are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are not available.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated November 27, 2000

AHJ/JYS

COPY OF ENGINEER'S ESTIMATE

(NOT TO BE USED FOR BIDDING PURPOSES)

08-377804

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	070018	TIME-RELATED OVERHEAD	WDAY	220
2	073033	1200 MM TEMPORARY CULVERT	M	150
3	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
4	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
5	018795	TEMPORARY ROCK SLOPE PROTECTION (1/4T, METHOD B)	M3	48
6 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
7 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
8	120110	FLASHING ARROW SIGN	EA	4
9	120120	TYPE III BARRICADE	EA	42
10	120151	TEMPORARY TRAFFIC STRIPE (TAPE)	M	271 000
11	120152	TEMPORARY PAVEMENT MARKING (TAPE)	M2	190
12	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M	194 000
13	120165	CHANNELIZER (SURFACE MOUNTED)	EA	5580
14	120300	TEMPORARY PAVEMENT MARKER	EA	44 900
15	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2
16	129000	TEMPORARY RAILING (TYPE K)	M	1900
17	129100	TEMPORARY CRASH CUSHION MODULE	EA	520
18	129150	TEMPORARY TRAFFIC SCREEN	M	1400
19	018796	REMOVE DELINEATOR AND MARKER	EA	650
20	150662	REMOVE METAL BEAM GUARD RAILING	M	740

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	150711	REMOVE PAINTED TRAFFIC STRIPE	M	112 000
22	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	65 000
23	150722	REMOVE PAVEMENT MARKER	EA	35 400
24	150771	REMOVE ASPHALT CONCRETE DIKE	M	27 000
25	150857	REMOVE ASPHALT CONCRETE SURFACING	M2	3055
26	150860	REMOVE BASE AND SURFACING	M3	5070
27	151572	RECONSTRUCT METAL BEAM GUARD RAILING	M	21 000
28	152037	RELAY ENTRANCE TAPER AND PIPE DOWNDRAIN	EA	110
29	152300	RESET OBJECT MARKER	EA	54
30	152316	RESET ROADSIDE SIGN (ONE POST)	EA	8
31	152317	RESET ROADSIDE SIGN (TWO POST)	EA	1
32 (S)	153152	COLD PLANE ASPHALT CONCRETE PAVEMENT (30 MM MAXIMUM)	M2	5730
33 (S)	153153	COLD PLANE ASPHALT CONCRETE PAVEMENT (45 MM MAXIMUM)	M2	4440
34 (S)	153154	COLD PLANE ASPHALT CONCRETE PAVEMENT (60 MM MAXIMUM)	M2	45 300
35 (S)	018797	COLD PLANE ASPHALT CONCRETE PAVEMENT (198 MM MAXIMUM)	M2	545 000
36	048274	CLEAN BRIDGE SOFFIT	M2	65
37	153235	CLEAN BRIDGE DECK	M2	4507
38	190101	ROADWAY EXCAVATION	M3	43 200
39	190185	SHOULDER BACKING	STA	1410
40	198001	IMPORTED BORROW	M3	35 300

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41 (S)	203024	COMPOST (EROSION CONTROL)	KG	20 000
42 (S)	203003	STRAW (EROSION CONTROL)	TONN	20
43 (S)	203014	FIBER (EROSION CONTROL)	KG	4500
44 (S)	203045	PURE LIVE SEED (EROSION CONTROL)	KG	50
45 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	750
46	260210	AGGREGATE BASE (APPROACH SLAB)	M3	77
47	290211	ASPHALT TREATED PERMEABLE BASE	M3	1400
48	374002	ASPHALTIC EMULSION (FOG SEAL COAT)	TONN	160
49	390155	ASPHALT CONCRETE (TYPE A)	TONN	70 800
50	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	M2	570
51	394044	PLACE ASPHALT CONCRETE DIKE (TYPE C)	M	250
52	394048	PLACE ASPHALT CONCRETE DIKE (TYPE E)	M	12 000
53	394049	PLACE ASPHALT CONCRETE DIKE (TYPE F)	M	6840
54	394050	RUMBLE STRIP	STA	1430
55	401000	CONCRETE PAVEMENT	M3	156 000
56	404092	SEAL PAVEMENT JOINT	M	206 000
57	510087	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R)	M3	755
58	510800	PAVING NOTCH EXTENSION	M3	19
59 (S)	519117	JOINT SEAL (MR 30 MM)	M	160
60 (S)	519120	JOINT SEAL (MR 15 MM)	M	126

Item	Item Code	Item	Unit of Measure	Estimated Quantity
61 (F)	540102	TREAT BRIDGE DECK	M2	4507
62	540109	FURNISH BRIDGE DECK TREATMENT MATERIAL (LOW ODOR)	L	1830
63	681134	80 MM PLASTIC PIPE (EDGE DRAIN)	M	180
64	681137	80 MM PLASTIC PIPE (EDGE DRAIN OUTLET)	M	410
65	690160	300 MM CORRUGATED STEEL PIPE DOWNDRAIN (2.01 MM THICK)	M	80
66	692088	300 MM ENTRANCE TAPER	EA	8
67	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	M3	70
68	729010	ROCK SLOPE PROTECTION FABRIC	M2	480
69	820107	DELINEATOR (CLASS 1)	EA	600
70	820152	OBJECT MARKER (TYPE L-2)	EA	78
71	832003	METAL BEAM GUARD RAILING (WOOD POST)	M	420
72	839551	TERMINAL SECTION (TYPE B)	EA	120
73	839553	END SECTION	EA	5
74	839559	TERMINAL SYSTEM (TYPE ET)	EA	69
75	839565	TERMINAL SYSTEM (TYPE SRT)	EA	43
76	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	100
77	840515	THERMOPLASTIC PAVEMENT MARKING	M2	39
78	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	147 000
79	840655	PAINT TRAFFIC STRIPE (1-COAT)	M	73 000
80 (S)	850101	PAVEMENT MARKER (NON-REFLECTIVE)	EA	20 100

Item	Item Code	Item	Unit of Measure	Estimated Quantity
81 (S)	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	7500
82	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 08-377804

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, District 8 Construction, MS 1104, 464 West 4th Street, 6th Floor, San Bernardino, Ca 92401-1400, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding $100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

A. A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:

    1. The bidder will meet the goal by performing work with its own forces.
    2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
    3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:

    1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at http://www.dot.ca.gov/hq/bep/index.htm.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 12 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08, 11 and 12:
Triaxial Management Services, Inc. - Oakland 1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792	Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108
Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128	Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written

confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
H. Any additional data to support a demonstration of good faith efforts.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to $20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

The work shall be diligently prosecuted to completion before the expiration of **220 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of $4,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

It is anticipated that water will be available in sufficient quantities for the prosecution of the work. However, water shortages may occur during the life of the contract. Arrangements or commitments obtained by the Department are not a part of the contract. It is expressly understood and agreed that the Department assumes no responsibility to the bidder or Contractor whatsoever in respect to the arrangements made with source. The Contractor shall assume all risks in connection with the use of the source and the terms upon which the use shall be made. There is no warranty or guaranty, either expressed or implied, to the quantity of water that can be obtained from the source. If the Department has compiled "Materials Information", as referred to in "Watering" of these special provisions, the bidder or Contractor is cautioned to make independent investigations and obtain the commitments or allocations as the bidder or Contractor deems necessary to

verify the quantity of water available. The Contractor shall, at the Contractor's expense, make arrangements or obtain commitments or allocations necessary to provide water for the project.

During the progress of the work, if water becomes unavailable or unavailable in the quantities needed for prosecution of the work, the unavailability of water will be considered a "shortage of materials" in conformance with the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications except for compensation. The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time shown above for the completion of the work caused by the unavailability of water, provided the Contractor notifies the Engineer and furnishes proof of the "shortage of materials" as required in the third and fourth paragraphs in Section 8-1.07, "Liquidated Damages," of the Standard Specifications. If the Contractor sustains delay costs or damages which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor the amount the Engineer may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, as, in the opinion of the Engineer, was unavoidable, determined in the same manner as provided for right of way delays in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. The Contractor shall be entitled to no other compensation for such delay. The provisions in Section 5-1.116, "Differing Site Conditions," of the Standard Specifications shall not apply to the unavailability of water.

The time limit specified for the completion of the work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. Should the Contractor fail to maintain the progress of the work in accordance with the "Progress Schedule" required in these special provisions, additional shifts will be required to the extent necessary to ensure that the progress conforms to the above mentioned schedule and that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

5-1.011 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The second paragraph of Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications is amended to read:

- Where the Department has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the contract, or in other areas, some of which may constitute possible local material sources, bidders or Contractors may, upon written request, inspect the records of the Department as to those investigations subject to and upon the conditions hereinafter set forth.

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," log of test borings or other geotechnical information obtained by the Department's investigation of site conditions.

5-1.012 DIFFERING SITE CONDITIONS

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth

in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.017 CONTRACT BONDS

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions.
The payment bond shall be in a sum not less than the following:

A. One hundred percent of the total amount payable by the terms of the contract when the total amount payable does not equal or exceed five million dollars ($5,000,000).
B. Fifty percent of the total amount payable by the terms of the contract when the total amount payable is not less than five million dollars ($5,000,000) and does not exceed ten million dollars ($10,000,000).
C. Twenty-five percent of the total amount payable by the terms of the contract when the total amount payable exceeds ten million dollars ($10,000,000).

5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of $5000 or more.

5-1.03 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.031 FINAL PAYMENT AND CLAIMS

Attention is directed to Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications.

The District that administers the contract shall submit a claim position letter to the Contractor within 135 days after acceptance of the contract. After receipt of the claim position letter from the District, or 135 days after acceptance of the contract, whichever occurs first, the Contractor may request a meeting with the person or board designated by the District Director to review claims that remain in dispute. If the Contractor requests a meeting, the review person or board shall meet with the Contractor within 45 days after the request is received.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations**.—**The near edge of the excavation is 3.6 m or less from the edge of the lane, except:

1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
2. Excavations less than 0.3-m deep.
3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles**.—**The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.05 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations, and to California Public Contract Code Section 10295.5.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with California Public Contract Code Section 10295.5.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. $10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
B. The listed DBE becomes bankrupt or insolvent.
C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/DLSE/Debar.html.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.116 COST REDUCTION INCENTIVE

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

Prior to preparing a cost reduction proposal, the Contractor shall request a meeting with the Engineer to discuss the proposal in concept and to determine the merit of the cost reduction proposal. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, and review times required by the Department and other agencies.

5-1.12 DISPUTE REVIEW BOARD

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this special provision shall be considered as an essential prerequisite to filing a claim, for arbitration or for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished dispute hearings and reports. After acceptance of the contract, disputes or potential claims that the Contractor wants to pursue that have not been settled, shall be stated or restated, by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the completion of the State's administrative claims procedure, the Contractor may resort to arbitration in conformance with the provisions in Section 9-1.10, "Arbitration," of the Standard Specifications.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier claims not actionable against the State as specified in these special provisions. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

The DRB shall consist of one member selected by the State, one member selected by the Contractor, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as DRB Chairperson.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

A. Compensation for services on this DRB.
B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.

C. Service as a member of other Dispute Review Boards on other contracts.
D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. The members shall discharge their responsibilities impartially and as an independent body considering the facts and circumstances related to the matters under consideration, applicable laws and regulations, and the pertinent provisions of the contract.

The State and the Contractor shall select their respective DRB members, in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB member along with the prospective member's written disclosure statement.

Before their appointments are final, the first 2 prospective DRB members shall submit complete disclosure statements to both the State and the Contractor. The statement shall include a resume of the prospective member's experience, together with a declaration describing past, present, and anticipated or planned future relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including, but not limited to, relevant subcontractors or suppliers to the parties, the parties' principals or the parties' counsel. The DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the parties to the contract. Either the Contractor or the State may object to the others nominee and that person will not be selected for the DRB. No reason need be given for the first objection. Objections to subsequent nominees must be based on a specific breech or violation of nominee responsibilities under this specification. A different person shall then be nominated within 14 Days. The third DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment. Either party may reject any of the 3 prospective DRB members who fail to fully comply with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and herein. A copy of the Dispute Review Board Agreement is included in this special provision.

The first duty of the State and Contractor selected members of the DRB is to select and recommend prospective third member(s) to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 14 days of the notification.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 14 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 members are unable to agree upon a recommendation within the 14 day time limit allowed in the preceding paragraph. In the event of an impasse in selection of the third DRB member, the State and the Contractor shall each propose 3 candidates for the third position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 14 days of the parties' concurrence in the selection of the third member. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute Contract Change Orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of $1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of $600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of $100 per hour. The agreed amount of $100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Dispute Review Board Agreement state

provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for its share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses.

Service of a DRB member may be terminated at any time with not less than 14 days notice as follows:

A. The State may terminate service of the State appointed member.
B. The Contractor may terminate service of the Contractor appointed member.
C. Upon the written recommendation of the State and Contractor members for the removal of the third member.
D. Upon resignation of a member.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 14 days. Changes in either of the DRB members chosen by the two parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

The following procedure shall be used for dispute resolution:

A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications, including provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these special provisions.
B. The Engineer will respond, in writing, to the Contractor's written protest or notice within 14 days of receipt of the written protest or notice.
C. Within 14 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
D. Following the Contractor's objection to the Engineer's decision, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written reply from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
E. The Contractor, by failing to submit the written notice of referral of the matter to the DRB, within 21 days after receipt of the State's written reply, waives future claims on the matter in contention.
F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 14 days prior to the date the DRB is scheduled to convene the hearing for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB will not consider evidence not furnished in conformance with the terms specified herein.
G. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB shall complete its reports, including minority opinion, if any, and submit them to the parties within 30 days of the DRB hearing, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, applicable laws and regulations, the pertinent provisions of the Contract and the actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation.
H. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received by both parties, the DRB will provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB will consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each

party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.

I. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.

J. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

K. The State or the Contractor shall not call members who served on the DRB for this contract as witnesses in arbitration proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent arbitration proceedings, except the DRB's final written reports on each issue brought before it.

L. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

M. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

DISPUTES INVOLVING SUBCONTRACTOR CLAIMS

For purposes of this section, a "subcontractor claim" shall include any claim by a subcontractor (including also any pass through claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor claim or claims.

B. The Contractor shall include, as part of its submission pursuant to Step 4 above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor claim. The Contractor shall submit a certification that the subcontractor claim is acknowledged and forwarded by the Contractor. The form for these certifications are available from the Engineer.

C. At any DRB meeting on a dispute that includes one or more subcontractor claims, the Contractor shall require that each subcontractor that is involved in the dispute have present an authorized representative with actual knowledge of the facts underlying the subcontractor claim to assist in presenting the subcontractor claim and to answer questions raised by the DRB members or the Department's representatives.

D. Failure by the Contractor to declare a subcontractor claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through claims) at the time of submission of the Contractor's claims, as provided hereunder, shall constitute a release of the Department by the Contractor on account of such subcontractor claim.

E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor claims; (c) agree that, to the extent a subcontractor claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor claims between the subcontractor(s) or supplier(s) and the Contractor that is not actionable by the Contractor against the Department.

A copy of the "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract follows:

Form 6202 Rev (01-05-98)

DISPUTE REVIEW BOARD AGREEMENT

_____
(Contract Identification)

Contract No. _____

THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," _____ _____ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

_____ ,
(Contractor Appointee)

_____ ,
(State Appointee)

and _____
(Third Person)

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

SECTION II SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. OBJECTIVE

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute which is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

B. PROCEDURES

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on the pertinent contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute hearings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 6 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and claims.

The STATE's representative will prepare minutes of all regular meetings and circulate them for revision and approval by all concerned.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

D. DRB CONSIDERATION AND HANDLING OF DISPUTES

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The DRB shall determine the time and location of DRB hearings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. If the matter is not urgent, it may be scheduled for the time of the next scheduled DRB visit to the project. For an urgent matter, and upon the request of either party, the DRB shall meet at its earliest convenience.

Normally, hearings shall be conducted at or near the project site. However, any location which would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these hearings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties.

The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the hearing begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB hearings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute hearings and all other DRB activities. The parties shall have a representative at all hearings. Failure to attend a duly noticed meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members may ask questions, seek clarification, or request further data from either of the parties. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. Claims shall not necessarily be computed by merely subtracting bid price from the total cost of the affected work. However, if claims are based on the "total cost method," then, to be considered by the DRB, they shall be supported by evidence furnished by the CONTRACTOR that (1) the nature of the dispute(s) makes it impossible or impracticable to determine costs with a reasonable degree of accuracy, (2) the CONTRACTOR's bid estimate was realistic, (3) the CONTRACTOR's actual costs were reasonable, and (4) the CONTRACTOR was not responsible for the added expenses. As to claims based on the CONTRACTOR's field or home office accounting records, those claims shall be supported by an audit report of an independent Certified Public Accountant unless the contract includes special provisions that provide for an alternative method to calculate unabsorbed home office overhead. Any of those claims shall also be subject to audit by the DRB with the concurrence of the parties. In large or complex cases, additional hearings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute hearings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After hearings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB chairman shall complete and furnish a summary report to the DRB Program Manager, Construction Program, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully-informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

E. DRB MEMBER REPLACEMENT

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 14 days. This AGREEMENT will be amended to indicate change in DRB membership.

SECTION III CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents which are or may become necessary for the DRB to perform their function. Pertinent documents are drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

SECTION IV STATE RESPONSIBILITIES

The STATE will furnish the following services and items:

A. CONTRACT RELATED DOCUMENTS

The STATE will furnish to each DRB member one copy of Notice to Contractors and Special Provisions, Proposal and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

B. COORDINATION AND SERVICES

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

SECTION V TIME FOR BEGINNING AND COMPLETION

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

SECTION VI PAYMENT

A. ALL INCLUSIVE RATE PAYMENT

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB board member shall be compensated at an agreed rate of $1,000 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB board member shall be compensated at an agreed rate of $600 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project, that has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of $100 per hour. The agreed amount of $100 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

B. PAYMENTS

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

C. INSPECTION OF COSTS RECORDS

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VII ASSIGNMENT OF TASKS OF WORK

The DRB members shall not assign the work of this AGREEMENT.

SECTION VIII TERMINATION OF AGREEMENT, THE DRB, AND DRB MEMBERS

DRB members may resign from the DRB by providing not less than 14 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power, in conformance with the terms of the contract.

SECTION IX LEGAL RELATIONS

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION X CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents shall be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION XI DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications.

SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including an individual member of the DRB, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

SECTION XIII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

By: _____

Title: _____

DRB MEMBER

By: _____

Title :_____

DRB MEMBER

By :_____

Title :_____

CONTRACTOR

By: _____

Title: _____

CALIFORNIA STATE DEPARTMENT
OF TRANSPORTATION

By: _____

Title: _____

5-1.13 FORCE ACCOUNT PAYMENT

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," in the Standard Specifications, shall not apply.

Attention is directed to "Overhead" of these special provisions.

To the total of the direct costs for work performed on a force account basis, computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added the following markups:

Cost	Percent Markup
Labor	28
Materials	10
Equipment Rental	10

The above markups shall be applied to all work performed on a force account basis, regardless of whether the work revises the current contract completion date.

The above markups, together with payments made for time-related overhead pursuant to "Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in conformance with the provisions in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor. Full compensation for all overhead costs for work performed on a force account basis, and for which no adjustment is made to the quantity of time-related overhead pursuant to "Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 7 percent will be added to the total cost of that extra work including all markups specified in this section "Force Account Payment". The additional 7 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

5-1.14 COMPENSATION ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract items:

ITEM CODE	ITEM
390155	Asphalt concrete (Type A)
290211	Asphalt treated permeable base

The compensation payable for asphalt concrete and asphalt treated permeable base will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 5 percent (Iu/Ib is greater than 1.05 or less than 0.95) which occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete or asphalt treated permeable base (or both) is included in a monthly estimate:

A. Total monthly adjustment = AQ

B. For an increase in paving asphalt price index exceeding 5 percent:

$$A = 0.90\ (1.1023)\ (Iu/Ib - 1.05)\ Ib$$

C. For a decrease in paving asphalt price index exceeding 5 percent:

$$A = 0.90\ (1.1023)\ (Iu/Ib - 0.95)\ Ib$$

D. Where:

A = Adjustment in dollars per tonne of paving asphalt used to produce asphalt concrete and asphalt treated permeable base rounded to the nearest $0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in tonnes of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer plus the quantity in tonnes of paving asphalt that would have been used in producing the quantity of asphalt treated permeable base shown under "This Estimate" on the monthly estimate using the amount of asphalt specified in the specifications.

The adjustment in compensation will also be subject to the following:

A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the State for decreased compensation adjustments and the Department may deduct the amount thereof from any moneys due or that may become due the Contractor.
B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.
C. The total price adjustment for price index increases of paving asphalt on this project shall not exceed $406,000.
D. In the event of an overrun of contract time, adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began.

The California Statewide Paving Asphalt Price Index is determined each month on the first business day of the month by the Department using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, the Department will determine an index from the remaining posted prices. The Department reserves the right to include in the index determination the posted prices of additional fields.

5-1.15 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

5-1.16 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

A. Type B Joint Seals
B. Overside Drains and Appurtenances
C. Edge Drain Pipe
D. Metal Beam Guard Railings and Appurtenances
E. Pavement Markers

5-1.17 WATER CONSERVATION

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is directed to Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property, indemnification, and insurance.

Nothing in this section "Water Conservation" shall relieve the Contractor from furnishing an adequate supply of water required for the proper construction of this project in conformance with the provisions in the Standard Specifications or these special provisions or relieve the Contractor from the legal responsibilities defined in Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

5-1.18 ENDANGERED SPECIES PROTECTION

The Contractor shall be fully informed of the rules, regulations and conditions regarding the desert tortoise, as described in these special provisions and Informational Handout, and shall conduct all work operations accordingly.

This project area is within or near identified Desert Tortoise (Gopherus agassizii) range/habitat. The desert tortoise is under the protection of both the Federal and State Endangered Species Acts. The range/habitat includes areas within the State (Caltrans) transportation right of way.

The Contractor shall be responsible for providing information and training on endangered species protection to all employees, subcontractors, and the Contractor's representatives on the project site in connection with Contractor's work activities. An education program that has been previously approved by the U.S. Fish and Wildlife Service (USFWS) may be used to satisfy this term and condition.

California Department of Transportation will provide a brochure entitled "Protection of the Desert Tortoise During Limited Scope Projects" to assist the Contractor in fulfilling the training requirements. A copy of this brochure is included in the Informational Handout and is available through the Engineer or the Office of the District Director of Transportation, 464 West Fourth Street, San Bernardino, California.

The Contractor shall report immediately all sightings of, or encounters with, any tortoise within the project limits to the Engineer. If a tortoise enters the work area or is unearthed during excavation operations, the work shall immediately cease until the tortoise(s) is/are removed to safety. In no case shall any unauthorized person handle or otherwise move or disturb the tortoise.

Tortoises shall be purposefully handled or moved only by a qualified biologist, approved by and acting on behalf of the United States Fish and Wildlife Services (USFWS), California Department of Fish and Game (CDFG) or the State, as authorized agents for the Federal Highway Administration.

California Department of Transportation(Caltrans) will retain, and have available, the services of a qualified biologist as described herein for a pre-construction sweep of the project site, on-site monitoring (if required), and all tortoise handling activities that may be required. The Contractor shall submit, in writing, a request to the Engineer for the biological pre-construction sweep. Said request shall be made at least 10 days prior to the performance of any work activity.

A pre-construction tortoise sweep of the project site will be performed by the qualified biologist, to verify that there are no tortoise or occupied burrows in the project work area. Any construction work or activity within the tortoise habitat area prior to pre-construction tortoise sweep shall only be done in the presence of the qualified biologist. This includes, but is not limited to, fencing, core drilling, sampling, material drops, or any movement of equipment. All potential hazards to a tortoise, as determined by the Engineer resulting from the Contractor's operations, shall be removed or made safe prior to leaving the area.

All construction activities shall be confined within the identified work area. At no time shall the equipment or personnel be allowed outside the identified work area. Construction activities include, but are not limited to, temporary haul or access roads unless otherwise approved by the Engineer.

A litter (trash) control program shall be placed in effect on this project by the Contractor. Closeable trash containers shall be provided at locations approved by the Engineer, for the use of project personnel. Trash containers shall be kept closed at all times and routinely serviced to remove trash from the project site. The Contractor shall require all personnel to use these containers for disposal of food scraps, wrappers, cans, bottles, etc., and that any employee not using the trash containers shall secure and remove trash from the project site at the end of each work shift. These requirements shall also apply to any food vendor allowed on the site.

If suspension of a work activity is ordered by the Engineer due to an encounter with a tortoise, and if, in the opinion of the Engineer, the Contractor's current controlling operation is delayed or interfered with by reason of the suspension, the delay will be considered a right of way delay as specified in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Full compensation for conforming to the provisions of this section, not otherwise provided for, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.19 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Game. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone (916) 654-4490, and are available for inspection at the office of the District Director of Transportation at Department of Construction Office located at 464 W. Fourth Street, San Bernardino, California 92401-1400.

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1601.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the Department of Transportation and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the Department of Transportation and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

5-1.20 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD

The location of the Route 40 project is within an area controlled by the Regional Water Quality Control Board. Regional Water Quality Control Board Order No. 99-06-DWQ, NPDES NO. CAS000003 has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the order may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone (916) 654-4490, and are available for inspection at the office of the Department of Transportation, District 08, Environmental Technical Branch, 464 West Fourth Street, San Bernardino, California 92401-1400, Telephone (909) 383-4561.

Attention is directed to Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Attention is directed to Section 8-1.06, "Time of Completion," of the Standard Specifications. Days when the Contractor's operations are restricted by the requirements of this section shall not be considered to be nonworking days whether or not the controlling operation is delayed.

5-1.21 BORROW, DISPOSAL AND MATERIAL SITES

The operation of a borrow or disposal site used by the Contractor to produce or dispose of material for this project shall comply with the requirements in the Standard Specifications and these special provisions. Provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to borrow or disposal sites utilized by the Contractor.

Borrow sites which are upwind of a city, town or other grouping of human habitations and within 0.8 kilometers of the city, town or other grouping of human habitations shall not be used to produce material for this project. Determination of upwind direction shall be based on the direction of prevailing winds, which in the area of this project is approximately northeasterly. Regardless of the wind direction, no site shall be used to produce or dispose of material for this project that is closer than 100 meters to a public highway, business, human habitation or recreation area.

Temporary haul roads shall be surfaced or watered and otherwise maintained so that no dust nuisance is created, in conformance with the provisions in Section 10, "Dust Control," of the Standard Specifications. Operations at the site shall be confined to as small an area as is practicable. Vegetation, desert crust, and other natural features outside the operating area shall be protected from damage by the Contractor's operations.

The sites and haul roads shall be graded and treated so that, at the time of final inspection of the contract, the site and haul roads will drain, will blend with the surrounding terrain, and will not provide a potential source of blowing dust or other pollution greater than their original potential, as determined by the Engineer.

The number of working days allowed for this project includes time to remove equipment, if required, and to restore the borrow site to its natural condition. No additional time will be allowed therefor.

If the Contractor obtains the necessary permits for borrow, disposal or material sites from the city or county having jurisdiction or from the appropriate pollution control boards and such permits contain requirements which conflict with the requirements in the second, third and fourth paragraphs of this section, the requirements of the permits shall govern over the conflicting requirements of this section.

Full compensation for complying with the requirements for borrow, disposal, and material sites in this section shall be considered as included in the prices paid for the contract items of work which require the use of the sites and no additional compensation will be allowed therefor.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the United States Standard Measures which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.

B. Before other non-metric materials and products will be considered for use, the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.

C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details, the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The plans and working drawings shall be submitted at least 7 days before the Contractor intends to begin the work involved.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS
ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT
ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS mm^2	SIZE TO BE SUBSTITUTED $inch^2$ x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION NUMBER[1] SHOWN ON THE PLANS	BAR DESIGNATION NUMBER[2] TO BE SUBSTITUTED
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

[1]Bar designation numbers approximate the number of millimeters of the nominal diameter of the bars.

[2]Bar numbers are based on the number of eighths of an inch included in the nominal diameter of the bars.

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

SUBSTITUTION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS (ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55), and

(2) HIGH STRENGTH STEEL FASTENERS (ASTM Designation: A 325 or A 449)

METRIC SIZE SHOWN ON THE PLANS mm	SIZE TO BE SUBSTITUTED inch
6 or 6.35	1/4
8 or 7.94	5/16
10 or 9.52	3/8
11 or 11.11	7/16
13 or 12.70	1/2
14 or 14.29	9/16
16 or 15.88	5/8
19 or 19.05	3/4
22 or 22.22	7/8
24, 25, or 25.40	1
29 or 28.58	1-1/8
32 or 31.75	1-1/4
35 or 34.93	1-3/8
38 or 38.10	1-1/2
44 or 44.45	1-3/4
51 or 50.80	2
57 or 57.15	2-1/4
64 or 63.50	2-1/2
70 or 69.85	2-3/4
76 or 76.20	3
83 or 82.55	3-1/4
89 or 88.90	3-1/2
95 or 95.25	3-3/4
102 or 101.60	4

SUBSTITUTION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch	METRIC THICKNESS SHOWN ON THE PLANS mm	GAGE TO BE SUBSTITUTED inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	--------	--------
0.61	0.0239	--------	--------
0.53	0.0209	--------	--------
0.45	0.0179	--------	--------
0.42	0.0164	--------	--------
0.38	0.0149	--------	--------

SUBSTITUTION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	WIRE THICKNESS TO BE SUBSTITUTED inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

SUBSTITUTION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	SIZE TO BE SUBSTITUTED inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in millimeters (T) represents an exact conversion of the thickness in inches (T").

SUBSTITUTION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	NOMINAL SIZE TO BE SUBSTITUTED inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

SUBSTITUTION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	SIZE TO BE SUBSTITUTED Penny-weight
50.80 2.87	50.80 2.51	_____	6d
63.50 3.33	63.50 2.87	_____	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
_____	_____	139.70 7.19	50d
_____	_____	152.40 7.19	60d

SUBSTITUTION TABLE FOR IRRIGATION COMPONENTS

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	NOMINAL SIZE TO BE SUBSTITUTED inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

Unless otherwise specified, substitutions of United States Standard Measures standard structural shapes corresponding to the metric designations shown on the plans and in conformance with the requirements in ASTM Designation: A 6/A 6M, Annex 2, will be allowed.

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included in the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included in the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

A. Apex, Model 921 (100 mm x 100 mm)
B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
C. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

A. Stimsonite, Model 948 (58 mm x 119 mm)
B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
C. Stimsonite, Model 944SB (51 mm x 100 mm)*
D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

A. Apex Universal (Ceramic)
B. Highway Ceramics, Inc. (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

A. Alpine Products, "D-Dot" and "ANR" (ABS)
B. Apex Universal (Ceramic)
C. Apex Universal, Model 929 (ABS)
D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
E. Highway Ceramics, Inc. (Ceramic)
F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
H. Road Creations, Model RCB4NR (Acrylic)
I. Zumar Industries, "Titan TM40A" (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

A. Apex Universal, Model 924 (100 mm x 100 mm)
B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
D. Road Creations, Model R41C (100 mm x 100 mm)
E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

A. Apex Universal, Model 932
B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

A. Advanced Traffic Marking, Series 300 and 400
B. Brite-Line, Series 1000
C. Brite-Line "DeltaLine XRP"
D. Swarco Industries, "Director 35" (For transverse application only)

E. Swarco Industries, "Director 60"
F. 3M, "Stamark" Series 380 and 5730
G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

A. Advanced Traffic Marking, Series 200
B. Brite-Line, Series 100
C. P.B. Laminations, Aztec, Grade 102
D. Swarco Industries, "Director-2"
E. 3M, "Stamark," Series 620
F. 3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)
G. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)
H. Brite-Line "BTR" Black Removable Tape
(Black Tape: For use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

A. Flint Trading, "Premark" and "Premark 20/20 Flex"
B. Pavemark, "Hotape"

Removable Traffic Paint

A. Belpro, Series 250/252 and No. 93 Remover

Ceramic Surfacing Laminate, 150 mm x 150 mm

A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

A. Carsonite, Curve-Flex CFRM-400
B. Carsonite, Roadmarker CRM-375
C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
D. FlexStake, Model 654 TM
E. GreenLine Models HWD1-66 and CGD1-66
F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm

A. Carsonite, "Survivor" (with 450 mm U-Channel base)
B. FlexStake, Model 604
C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
B. Carsonite, "Super Duck II"
C. FlexStake, Surface Mount, Models 704 and 754 TM

CHANNELIZERS

Surface Mount Type, 900 mm

A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
E. FlexStake, Surface Mount, Models 703 and 753 TM
F. GreenLine, Model SMD-36

G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
J. Repo, Models 300 and 400
K. Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)
A. Bent Manufacturing Company "T-Top"
B. Plastic Safety Systems "Navigator-42"
C. Roadmaker Company "Stacker"
D. TrafFix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

A. Carsonite, Model SMD-615
B. FlexStake, Model 701 KM
C. Repo, Models 300 and 400
D. Safe-Hit, Model SH718SMA
E. The Line Connection, Model DP21-4K

Type "K-4" / "Q" Object Markers, 600 mm

A. Bent Manufacturing "Masterflex" Model MF-360-24
B. Carsonite, Super Duck II
C. FlexStake, Model 701KM
D. Repo, Models 300 and 400
E. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
F. The Line Connection, Model DP21-4Q

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

A. ARTUK, "FB"
B. Davidson Plastics, Model PCBM-12
C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
D. Hi-Way Safety, Inc., Model GMKRM100

Non-Impactable Type

A. ARTUK, JD Series
B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
C. Stimsonite, Model 967LS
D. Vega Molded Products, Models GBM and JD

THRIE BEAM BARRIER MARKERS

(For use to the left of traffic)
A. Duraflex Corp., "Railrider"
B. Davidson Plastics, "Mini" (75 mm x 254 mm)

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)
A. Davidson Plastics, Model PCBM T-16
B. Safe-Hit, Model SH216RBM
C. Sun-Lab Technology, "Safety Guide Light, Model TM," 130 mm x 130 mm x 80 mm

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

A. Davidson Plastics, PCBM S-36
B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 130 mm x 130 mm x 80 mm

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

A. Carsonite, Model 427
B. Davidson Plastics FG 427 and FG 527
C. FlexStake, Model 102 GR
D. GreenLine GRD 27
E. J. Miller Model JMI-375G
F. Safe-Hit, Model SH227GRD

Steel Post Type

A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

A. 3M, High Intensity
B. Reflexite, PC-1000 Metalized Polycarbonate
C. Reflexite, AC-1000 Acrylic
D. Reflexite, AP-1000 Metalized Polyester
E. Reflexite, AR-1000 Abrasion Resistant Coating
F. Stimsonite, Series 6200 (For rigid substrate devices only)

Traffic Cones, 330 mm Sleeves

A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

A. 3M Series 3840
B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

Barrels and Drums

A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
B. 3M Series 3810

Barricades: Type I, Engineer Grade

A. American Decal, Adcolite
B. Avery Dennison, 1500 and 1600
C. 3M, Scotchlite, Series CW

Barricades: Type II, Super Engineer Grade

A. Avery Dennison, "Fasign" 2500 Series
B. Kiwalite Type II
C. Nikkalite 1800 Series

Signs: Type II, Super Engineer Grade

A. Avery Dennison, "Fasign" 2500 Series
B. Kiwalite, Type II
C. Nikkalite 1800 Series

Signs: Type III, High-Intensity Grade

A. 3M Series 3800
B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

Signs: Type IV, High-Intensity Prismatic Grade

A. Avery Dennison T-6500 (Formerly Stimsonite Series 6200)

Signs: Type VII, High-Intensity Prismatic Grade

A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SPECIALTY SIGN (All Plastic)

A. All Sign Products, STOP Sign, 750 mm

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

A. Sequentia, "Polyplate"
B. Fiber-Brite

8-1.03 SLAG AGGREGATE

Air-cooled iron blast furnace slag shall not be used to produce aggregate for:

A. Structure backfill material.
B. Pervious backfill material.
C. Permeable material.
D. Reinforced or prestressed portland cement concrete component or structure.
E. Nonreinforced portland cement concrete component or structure for which a Class 1 Surface Finish is required by the provisions in Section 51-1.18B, "Class 1 Surface Finish," of the Standard Specifications.

Aggregate produced from slag resulting from a steel-making process shall not be used for a highway construction project except for the following items:

A. Class 2 Aggregate Base.
B. Asphalt Concrete.

Steel slag to be used to produce aggregate for Class 2 aggregate base shall be crushed so that 100 percent of the material will pass a 19-mm sieve and then shall be control aged for a period of at least 3 months under conditions that will maintain all portions of the stockpiled material at a moisture content in excess of 6 percent of the dry mass of the aggregate.

A supplier of steel slag aggregate shall provide separate stockpiles for controlled aging of the slag. An individual stockpile shall contain not less than 9075 tonnes nor more than 45 350 tonnes of slag. The material in each individual stockpile shall be assigned a unique lot number and each stockpile shall be identified with a permanent system of signs. The supplier shall maintain a permanent record of the dates on which stockpiles are completed and controlled aging begun, of the dates when controlled aging was completed, and of the dates tests were made and the results of these tests. Moisture tests shall be made at least once each week. No credit for aging will be given for the time period covered by tests which show a moisture content of 6 percent or less. The stockpiles and records shall be available to the Engineer during normal working hours for inspection, check testing and review.

The supplier shall notify the Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819, when each stockpile is completed and controlled aging begun. No more aggregate shall be added to the stockpile unless a new aging period is initiated. A further notification shall be sent when controlled aging is completed.

The supplier shall provide a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. Each stockpile or portion of a stockpile that is used in the work will be considered a lot. The Certificates of Compliance shall state that the steel slag aggregate has been aged in a stockpile for at least 3 months at a moisture content in excess of 6 percent of the dry mass of the aggregate.

Each delivery of aggregate containing steel slag for use as Class 2 aggregate base shall be accompanied by a delivery tag for each load which will identify the lot of material by stockpile number, where the slag was aged, and the date that the stockpile was completed and controlled aging begun.

Air-cooled iron blast furnace slag or natural aggregate may be blended in proper combinations with steel slag aggregate to produce the specified gradings, for those items for which steel slag aggregate is permitted, unless otherwise provided.

Aggregate containing slag shall meet the applicable quality requirements for the items in which the aggregate is used.

The combined slag aggregate shall conform to the specified grading for the item in which it is used. The grading will be determined by California Test 202, modified by California Test 105 when there is a difference in specific gravity of 0.2 or more between the coarse and fine portion of the aggregate or between blends of different aggregates.

No aggregate produced from slag shall be placed within 0.3-m, measured in any direction, of a non-cathodically protected pipe or structure unless the aggregate is incorporated in portland cement concrete pavement, in asphalt concrete, or in treated base.

When slag is used as aggregate in asphalt concrete, the K_C factor requirements, as determined by California Test 303, will not apply.

If steel slag aggregates are used to make asphalt concrete, there shall be no other aggregates used in the mixture, except that up to 50 percent of the material passing the 4.75-mm sieve may consist of iron blast furnace slag aggregates or natural aggregates, or a combination thereof. If iron blast furnace aggregates or natural aggregates or a combination thereof are used in the mix, each type of aggregate shall be fed to the drier at a uniform rate. The rate of feed of each type of aggregate shall be maintained within 10 percent of the amount set. Adequate means shall be provided for controlling and checking the accuracy of the feeder.

In addition to the requirements of Section 39-3.01, "Storage," of the Standard Specifications, steel slag aggregate shall be stored separately from iron blast furnace slag aggregate and each type of slag aggregate shall also be stored separately from natural aggregate.

Asphalt concrete produced from more than one of the following shall not be placed in the same layer: steel slag aggregates, iron blast furnace slag aggregates, natural aggregates or any combination thereof. Once a type of aggregate or aggregates is selected, it shall not be changed without prior approval by the Engineer.

If steel slag aggregates are used to produce asphalt concrete, and if the specific gravity of a compacted stabilometer test specimen is in excess of 2.40, the quantity of asphalt concrete to be paid for will be reduced. The stabilometer test specimen will be fabricated in conformance with the procedures in California Test 304 and the specific gravity of the specimen will be determined in conformance with Method C of California Test 308. The pay quantity of asphalt concrete will be determined by multiplying the quantity of asphalt concrete placed in the work by 2.40 and dividing the result by the specific gravity of the compacted stabilometer test specimen. Such reduction in quantity will be determined and applied as often as is necessary to ensure accurate results as determined by the Engineer.

8-1.04 ENGINEERING FABRICS

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Filter fabric for this project shall be ultraviolet (UV) ray protected.

SECTION 8-2. CONCRETE

8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Unless the use of a mineral admixture is prohibited, whenever the word "cement" is used in the Standard Specifications or the special provisions, it shall be understood to mean "cementitious material" when both of the following conditions are met:

A. The cement content of portland cement concrete is specified, and
B. Section 90, "Portland Cement Concrete," of the Standard Specifications is referenced.

Portland cement concrete that is produced using equipment where the cement and mineral admixture are proportioned in the same weigh hopper shall be sampled and tested by the Contractor, in the presence of the Engineer, for mix uniformity in conformance with the requirements in ASTM Designation: C 94, Section 11, "Mixing and Delivery," and "Annex A1." The testing shall be performed on concrete produced using an approved project mix design and may be done at the project concrete placement site.

The batch plant producing the portland cement concrete for the project shall have met the requirements in California Test 109 within one year prior to producing concrete for the project.

Sampling for mix uniformity tests shall be performed the first time portland cement concrete, of sufficient volume to perform these tests, is placed on the project. Test results shall be presented to the Engineer no later than 10 days after completion of sampling.

Test results from mixer uniformity testing will not be used for contract compliance, acceptance or payment.

Prior to placing concrete on the project, the Contractor shall supply a list of portland cement concrete mixers to be used. When truck mixers are to be used, the list shall contain the truck identification number, mixer brand, mixer age, and mixer condition.

When truck mixers are used, the mix uniformity testing shall be performed on 5 truck mixers for each project. The truck mixers selected for testing shall be representative of the different mixer brands, ages, and conditions of the mixers on the list and approved by the Engineer. Mixer selection shall be completed before mix uniformity testing is started. Sampling for the mix uniformity tests from each of the 5 mixers shall be completed within the same work shift, unless otherwise approved in writing by the Engineer. The Contractor shall notify the Engineer, in writing, a minimum of 24 hours prior to performing the sampling for these tests. The letter of notification shall include the truck mixer information and a copy of the current American Concrete Institute (ACI) "Concrete Field Testing Technician, Grade 1" certification for each tester who will perform testing for the Contractor. The Contractor shall provide an adequate number of testers to successfully perform the testing with a minimum amount of impact to the Contractor's operations.

When concrete is completely mixed in stationary mixers, each mixer used for the project shall be tested one time.

Full compensation for the testing of mix uniformity as specified herein shall be considered as included in the contract price paid for the concrete work involved and no additional compensation will be allowed therefor.

Section 90-1.01, "Description," of the Standard Specifications is amended to read:

90-1.01 DESCRIPTION

· Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.

· Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the provisions for cement and mineral admixtures in Section 90-2, "Materials," and shall be either: 1) "Type IP (MS) Modified" cement or 2) a combination of "Type II Modified" portland cement and mineral admixture.

· Concrete for each portion of the work shall comply with the provisions for the Class, cementitious material content in kilograms per cubic meter, 28-day compressive strength, minor concrete or commercial quality concrete, as shown on the plans or specified in these specifications or the special provisions.

· Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.

· Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.

· Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.

· Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.

· Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.

· Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m^3)
Concrete which is designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

· Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 31 MPa or greater, an additional 7 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans which are 25 MPa or less are shown for design information only and are not to be considered a requirement for acceptance of the concrete.

· Concrete designated by compressive strength shall be proportioned such that the concrete will conform to the strength shown on the plans or specified in the special provisions.

· The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.

· Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.

· Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.

· If any concrete used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State $0.55 for each kilogram of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.

· The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.

· Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.

The first paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

90-2.01 PORTLAND CEMENT

· Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.

· "Type IP (MS) Modified" cement shall conform to the specifications for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate mixture of Type II cement and not more than 25 percent of a mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

· "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.

· In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

A. The cement shall not contain more than 0.60 percent by mass of alkalies, calculated as the percentage of Na2O plus 0.658 times the percentage of K2O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.
B. The autoclave expansion shall not exceed 0.50 percent.
C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

The second paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

· Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150, and the additional requirements listed above for Type II Modified portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

The third paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is deleted.
The twelfth paragraph in Section 90-2.02, "Aggregates," of the Standard Specifications is deleted.
The first paragraph in Section 90-2.03, "Water," of the Standard Specifications is amended to read:

90-2.03 WATER

· In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO4. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO4. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

The following section is added to Section 90-2, "Materials," of the Standard Specifications:

90-2.04 ADMIXTURE MATERIALS

· Admixture materials shall conform to the requirements in the following ASTM Designations:

A. Chemical Admixtures—ASTM Designation: C 494.
B. Air-entraining Admixtures—ASTM Designation: C 260.
C. Calcium Chloride—ASTM Designation: D 98.
D. Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C618. Silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.

· Mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

The first paragraph in Section 90-3.03, "Fine Aggregate Grading," is amended to read:

Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	X ± 10	X ± 13
600-µm	X ± 9	X ± 12
300-µm	X ± 6	X ± 9
150-µm	2-12	1-15
75-µm	0-8	0-10

Section 90-4.02, "Materials," of the Standard Specifications is amended to read:

90-4.02 MATERIALS

· Admixture materials shall conform to the provisions in Section 90–2.04, "Admixture Materials."

Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications is amended to read:

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

· The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate concrete construction application subject to the following conditions:

A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter.
B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

Section 90-4.07, "Optional Use of Air-entraining Admixtures," of the Standard Specifications is amended to read:

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

· When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

· Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.

· The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C618.

· The amounts of cement and mineral admixture used in cementitious material for portland cement concrete shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:

A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:

1. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
2. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
3. When a mineral admixture is used, which conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.

C. If more than the required amount of cementitious material is used, the additional cementitious material in the mix may be either cement, a mineral admixture conforming to the provisions in Section 90-2.04, "Admixture Materials," or a combination of both; however, the maximum total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

Section 90-4.09, "Optional Use of Mineral Admixtures," of the Standard Specifications is deleted.

Section 90-4.11, "Storage, Proportioning, and Dispensing of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

· Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection, and identification for each shipment.

· Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.

· Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.

· When interlocks are required for cement and mineral admixture charging mechanisms by Section 90-5.03A, "Proportioning for Pavement," and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."

· Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

Section 90-5.02, "Proportioning Devices," of the Standard Specifications is amended to read:

90-5.02 PROPORTIONING DEVICES

· Weighing, measuring or metering devices used for proportioning materials shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems used shall comply with the provisions for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." These automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.

· Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.

· Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

· Equipment for cumulative weighing of aggregate shall have a zero tolerance of ±0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ±0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ±0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ±0.5

percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ±0.5 percent of its designated mass or volume.

· The mass indicated for a batch of material shall not vary from the preselected scale setting by more than the following:

A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses.
C. Water shall be within 1.5 percent of its designated mass or volume.

· Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5 kg graduations.

Section 90-5.03, "Proportioning," excluding Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03 PROPORTIONING

· Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

· At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

· Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

· Bulk "Type IP (MS) Modified" cement that conforms to the provisions in Section 90-2.01, "Portland Cement," shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

· Bulk cement to be blended with mineral admixture for use in portland cement concrete for pavement and structures may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper with mineral admixture and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.

· When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.

· The scale and weigh hopper for bulk weighing cement, mineral admixture, and cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.

· When the source of an aggregate is changed for concrete structures, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using such aggregates. When the source of an aggregate is changed for other concrete, the Engineer shall be allowed sufficient time to adjust the mix and such aggregates shall not be used until necessary adjustments are made.

· For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:

A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
B. Single box and scale indicator for all aggregates.
C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

· In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03A PROPORTIONING FOR PAVEMENT

· Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.

· The Contractor shall install and maintain in operating condition an electrically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.

· The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses which are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

· The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture or cement plus mineral admixture into the aggregate as directed by the Engineer.

· When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

· Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

· When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

· The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

The third paragraph in Section 90-6.01, "General," of the Standard Specifications is amended to read:

· Concrete shall be homogeneous and thoroughly mixed. There shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

The third and fourth paragraphs in Section 90-6.02, "Machine Mixing," of the Standard Specifications are amended to read:

· The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.

· Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

The sixth paragraph in Section 90-6.02, "Machine Mixing," of the Standard Specifications is amended to read:

· The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The seventh through tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

· When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, a time less than 1.5 hours may be required.

· When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.

· Each load of concrete delivered at the job site shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weight certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.

· Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.

· The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch masses or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the job site with the load.

· Weight certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Section 90-6.05, "Hand-Mixing," of the Standard Specifications is amended to read:

90-6.05 HAND-MIXING

· Hand-mixed concrete shall be made in batches not more than one-fourth cubic meter and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

The table in the first paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is replaced with the following table:

Type of Work	Nominal Penetration (mm)	Maximum Penetration (mm)
Concrete pavement	0-25	40
Non-reinforced concrete facilities	0-35	50
Reinforced concrete structures:		
Sections over 300 mm thick	0-35	65
Sections 300 mm thick or less	0-50	75
Concrete placed under water	75-100	115
Cast-in-place concrete piles	65-90	100

The first paragraph following the table of penetration ranges in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

· The amount of free water used in concrete shall not exceed 183 kg/m3, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m3.

The fourth paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

· Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing

to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

Section 90-9.01, "General," of the Standard Specifications is amended to read:

90-9.01 GENERAL

· Concrete compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

· The compressive strength of concrete will be determined from test cylinders which have been fabricated from concrete sampled in conformance with California Test 539. Test cylinders will be molded and initial field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.

· When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

· When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval by the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State $14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State $20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test which indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."

· If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

· No single compressive strength test shall represent more than 250 cubic meters.

· When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders which have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.

· If concrete is specified by compressive strength, then materials, mix proportions, mixing equipment, and procedures proposed for use shall be prequalified prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.

· Certified test data, in order to be acceptable, must indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.

· Trial batch test reports, in order to be acceptable, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.

· Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.

· The certified test data and trial batch test reports shall include the following information:

A. Date of mixing.
B. Mixing equipment and procedures used.
C. The size of batch in cubic meters and the mass, type and source of ingredients used.
D. Penetration of the concrete.
E. The air content of the concrete if an air-entraining admixture is used.
F. The age at time of testing and strength of concrete cylinders tested.

· Certified test data and trial batch test reports shall be signed by an official of the firm which performed the tests.

· When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.

· After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes which, in the judgment of the Engineer, could result in a lowering of the strength of the concrete below that specified.

· The Contractor's attention is directed to the time required to test trial batches. The Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.

· When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

Section 90-10.02A, "Portland Cement," of the Standard Specifications is renamed "Cementitious Material" and is amended to read:

90-10.02A CEMENTITIOUS MATERIAL

· Cementitious material shall conform to the provisions in Section 90-1.01, "Description." Compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

The fifth paragraph in Section 90-10.02B, "Aggregate," of the Standard Specifications is deleted.

Section 90-10.03, "Production," of the Standard Specifications is amended to read:

90-10.03 PRODUCTION

· Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice, which will result in concrete that is thoroughly and uniformly mixed, which is suitable for the use intended, and which conforms to provisions specified herein. Recognized standards of good practice are outlined in various industry publications such as those issued by American Concrete Institute, AASHTO, or California Department of Transportation.

· The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."

· The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.

· Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered as conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.

· The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.

· The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.

· Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.

· A Certificate of Compliance conforming to the provisions in Section 6–1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

The third and fourth paragraphs in Section 90-11.02, "Payment," of the Standard Specifications are amended to read:

· Should the Engineer order the Contractor to incorporate admixtures into the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D.

· Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them in the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

SECTION 9. DESCRIPTION OF BRIDGE WORK

The work to be done consists, in general, of constructing approach slabs, replacing joint seals, removing asphalt concrete surfacing and treating bridge decks at the following bridges listed below:

BROADWELL WASH BRIDGE
(Bridge Nos. 54-0757R/L)

ASH HILL WASH BRIDGE
(Bridge Nos. 54-0758R/L)

BISMARCK WASH BRIDGE
(Bridge Nos. 54-0759R/L)

SIBERIA WASH BRIDGE
(Bridge No. 54-0848R)

BRISTOL MOUNTAIN WASH BRIDGE
(Bridge Nos. 54-0760R/L)

ORANGE BLOSSOM WASH BRIDGE
(Bridge Nos. 54-0849R/L)

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.00 CONSTRUCTION PROJECT INFORMATION SIGNS

Before any major physical construction work readily visible to highway users is started on this contract, the Contractor shall furnish and erect 2 Type 1 Construction Project Information signs at the locations designated by the Engineer.

The signs and overlays shall be of a type and material consistent with the estimated time of completion of the project and shall conform to the details shown on the plans.

The sign letters, border and the Department's construction logos shall conform to the colors (non-reflective) and details shown on the plans, and shall be on a white background (non-reflective). The colors blue and orange shall conform to PR Color Number 3 and Number 6, respectively, as specified in the Federal Highway Administration's Color Tolerance Chart.

The sign message to be used for fund types shall consist of the following, in the order shown:

FEDERAL HIGHWAY TRUST FUNDS
STATE HIGHWAY FUNDS

The sign message to be used for type of work shall consist of the following:

HIGHWAY CONSTRUCTION

The sign message to be used for the Year of Completion of Project Construction will be furnished by the Engineer. The Contractor shall furnish and install the "Year" sign overlay within 10 working days of notification of the year date to be used.

The letter sizes to be used shall be as shown on the plans. The information shown on the signs shall be limited to that shown on the plans.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the construction project information signs shall be considered as included in the contract lump sum price paid for construction area signs and no additional compensation will be allowed therefor.

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Temporary railing (Type K) and temporary crash cushions shall be secured in place prior to commencing work for which the temporary railing and crash cushions are required.

Two-way traffic shall not be placed on one roadbed more than 10 working days prior to commencing paving operations on the segment from which traffic was diverted.

Bridge approach slabs shall be constructed prior to construction of adjoining concrete pavement.

Rumble strips on outside shoulders shall be paved with 10 mm of asphalt concrete in Stages 1 and 2, as shown on the plans. Attention is directed to "Asphalt Concrete" of these special provisions.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

The work shall be performed in conformance with the stages of construction shown on the plans. Nonconflicting work in subsequent stages may proceed concurrently with work in preceding stages, provided satisfactory progress is maintained in the preceding stages of construction.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

At the end of each working day if a difference in excess of .05-meter exists between the elevation of the existing pavement and the elevation of excavations within 2.4 m of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose; however, once placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 1:4 (vertical:horizontal) or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 1:4 slope, regardless of the number of times the material is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the materials involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

At those locations exposed to public traffic where guard railings are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing posts installed without the blocks and rail elements assembled and mounted thereon.

Treating bridge decks with methacrylate shall be complete in place before placing joint seals.

10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002 issued by the State Water Resources Control Board. This General Permit, hereafter referred to as the "Permit," regulates storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook and the General Permit may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

Copies of the Handbook and the Permit are also available for review at the Department of Transportation, District 8, Environmental Technical Branch, 464 West Fourth Street, San Bernardino, California 92401, Telephone: (909) 383-4561..

The Contractor shall know and fully comply with the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Handbook, Permit and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, some of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

A. Enter upon the construction site and the Contractor's facilities pertinent to the work;
B. Have access to and copy records that must be kept as specified in the Permit;
C. Inspect the construction site and related soil stabilization practices and sediment control measures; and
D. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, the requirements of the Permit, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be deemed to fulfill the provisions in Section 7-1.01G of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been approved by the Engineer.

Within 30 days after the approval of the contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Engineer will have 15 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer will have 15 days to review the revisions. Upon the Engineer's approval of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

The SWPPP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

The SWPPP shall incorporate control measures in the following categories:

A. Soil stabilization practices;
B. Sediment control practices;
C. Sediment tracking control practices;
D. Wind erosion control practices; and
E. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the SWPPP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the SWPPP and implement on the project the control measures necessary to meet the objectives of the SWPPP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook.

The SWPPP shall include, but not limited to, the following items as described in the Handbook and Permit:

A. Source Identification;
B. Erosion and Sediment Controls;
C. Non-Storm Water Management;
D. Waste Management and Disposal;
E. Maintenance, Inspection and Repair;
F. Training;
G. List of Contractors and Subcontractors;
H. Post-Construction Storm Water Management;
I. Preparer;
J. A copy of the Notice of Intent (NOI) submitted by the Department for this project;
K. Copy of the General Permit;

L. BMP Consideration Checklist;
M. SWPPP Checklist;
N. Schedule of Values; and
O. Water Pollution Control Drawings.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if the SWPPP is in violation of any condition of the Permit, or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency or the local storm water management agency. Requests by the public shall be directed to the Engineer.

By June 15 of each year, the Contractor shall submit an annual certification to the Engineer stating conformance with the requirements governing the Permit. If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 days of identification of non-compliance.

SCHEDULE OF VALUES

The Contractor shall submit with the SWPPP, for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for water pollution control. The schedule of values shall reflect the items of work, quantities, and costs for the control measures shown in the SWPPP, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work. Adjustments in the items of work and quantities listed in the schedule of values shall be made when required to address approved amendments to the SWPPP.

The sum of the amounts for the units of work listed in the schedule of values shall be equal to the contract lump sum price for water pollution control.

If approved in writing by the Engineer, the schedule of values will be used to determine progress payments for water pollution control during the progress of the work. The schedule of values will be used as the basis for calculating any adjustment in compensation for the contract item for water pollution control due to changes in the work ordered by the Engineer.

SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the year.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, upon start of applicable construction activities. Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the SWPPP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

MAINTENANCE

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

A. Prior to a forecast storm;
B. After any precipitation which causes runoff capable of carrying sediment from the construction site;
C. At 24 hour intervals during extended precipitation events; and
D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
B. After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Changes in control measures required by an approved amendment to the SWPPP, except changes to those control measures shown on the plans and for which there is a contract item of work, will be considered extra work as provided in Section 4-1.03D of the Standard Specifications and the following:

A. If the control measure is listed in the approved SWPPP schedule of values, an adjustment in compensation for the contract item for water pollution control will be made by applying the increase or decrease in quantities to the approved schedule of values. No adjustment of compensation will be made to the unit price listed for items in the schedule of values due to any increase or decrease in the quantities, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to items listed in the schedule of values.
B. If the control measure is not listed in the approved SWPPP schedule of values, payment will be made by force account.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

10-1.03 TEMPORARY ROCK SLOPE PROTECTION

Temporary rock slope protection shall be placed or constructed as shown on the plans in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.

When temporary rock slope protection is no longer needed at a location it shall be removed. Rock slope protection fabric at the removal location shall be removed and disposed of. The removed rock slope protection shall be placed and constructed at the new location on new rock slope protection fabric. Temporary rock slope protection and rock slope protection fabric will be paid for at each location. When Detour F is removed in Stage 7 temporary rock slope protection and rock slope protection fabric shall be removed and disposed.

Temporary rock slope protection will be measured and paid for by the cubic meter in the same manner as specified for rock slope protection in Section 72-2.04, "Measurement," and Section 72-2.05, "Payment," of the Standard Specifications.

Full compensation for removing temporary rock slope protection shall be considered as included in the contract price paid per cubic meter for temporary rock slope protection (1/4 T, Method B) and no additional compensation will be allowed therefor.

Rock slope protection fabric will be measured and paid for by the square meter in the same manner specified for rock slope protection fabric in Section 72-2.04, "Measurement," and Section 72-2.05, "Payment," of the Standard Specifications.

Full compensation for removing rock slope protection fabric shall be considered as included in the contract price paid per square meter for rock slope protection fabric and no additional compensation will be allowed therefor.

10-1.04 PROGRESS SCHEDULE (CRITICAL PATH)

The Contractor is required to submit to the Engineer practicable progress schedules utilizing the Critical Path Method (CPM) in conformance with these special provisions. Any reference to schedule(s) in this section "Progress Schedule (Critical Path)" shall apply to all required schedules unless one type is specifically described.

Definitions

The following definitions apply to this section "Progress Schedule (Critical Path)".

- Activity: A task, event or other project element on a schedule that contributes to completing the project. Activities typically have a description, start date, finish date, duration and one or more logic ties.
- Baseline Schedule: The initial schedule representing the Contractor's work plan on the first working day of the project.
- Contract Completion Date: The current extended date for completion of the contract shown on the weekly statement of working days furnished by the Engineer in accordance with Section 8-1.06, "Time of Completion," of the Standard Specifications.
- Critical Path: The longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.
- Critical Path Method (CPM): A technique using activity durations and relationships between activities to mathematically calculate a project schedule including the various chains of activities that lead to the scheduled completion date.

- Early Completion Time: The difference in time between the scheduled completion date and the contract completion date.
- Float: The difference between the earliest and latest allowable start or finish times for an activity.
- Near Critical Path: A chain of activities with total float exceeding that of the critical path but no more than 10 working days of total float.
- Scheduled Completion Date: The planned project finish date shown on a schedule.
- Total Float: The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.
- Update Schedule: A current schedule developed from the baseline or subsequent schedules through regular monthly review to incorporate as-built progress and any planned changes.

GENERAL REQUIREMENTS

The Contractor shall submit to the Engineer CPM baseline, monthly update and final update schedules consistent in all respects with the time and order of work requirements of the contract. The Contractor may furnish CPM schedules on a form of the Contractor's choice except that the submittals shall include, as a minimum, two sets of originally plotted, time-scaled network diagrams prepared on no less than B-size sheets (11"x 17").

If a computer program is used to generate schedules, then the Contractor shall furnish CPM schedule software for the State's exclusive possession and use during the project that is compatible with that used for the production of required schedules. In addition, the Contractor shall provide with each schedule submittal one 3.5-inch, 1.44 megabyte computer diskette containing the schedule data.

Schedules shall include, but not be limited to, the following applicable work activities:

- Project start date, scheduled completion date and other milestones.
- Submittal development, delivery, review and approval.
- Procurement, delivery, installation and testing of materials, plant and equipment.
- Test and settlement periods.
- Interfaces with outside entities.
- Utility notification and relocation.
- Erection and removal of falsework and shoring.
- Major traffic stage switches.
- Finishing roadway and final cleanup.

Schedules shall show the order in which the Contractor proposes to carry out the work with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operations. The Contractor is responsible for assuring that all activity sequences are logical and the schedule shows a coordinated plan for complete performance of the work. The work shall be executed in the sequence indicated on the current accepted schedule.

All schedule activities shall include:

- A clear and legible description.
- Start and finish dates.
- A duration of no less than 1 and no more than 20 working days, unless otherwise authorized by the Engineer.
- At least 1 predecessor and 1 successor activity, except for project start and finish milestones.
- Required constraints.

The Engineer shall be allowed the amount of time specified herein to review and accept or reject schedules submitted by the Contractor. The Engineer’s acceptance of schedules shall not waive any requirements of the plans and specifications and shall not relieve the Contractor of any obligation thereunder or responsibility for submitting complete and accurate information. Omission of any activity on any schedule necessary for the complete performance of the contract shall not relieve the Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either the Contractor or the Engineer discovers that any aspect of the schedule has an error or omission, then it shall be corrected by the Contractor on the next update schedule.

BASELINE SCHEDULE

The Contractor shall submit to the Engineer a baseline schedule within 20 working days of approval of the contract. The Contractor shall allow 3 weeks for the Engineer's review after the baseline schedule and all support data are submitted. The Contractor shall correct a baseline schedule that is rejected and resubmitted to the Engineer within 1 week at which time a new review period of 1 week will begin.

The baseline schedule shall include the entire scope of work and how the Contractor plans to complete all work contemplated. It shall show the activities that define the critical path. Multiple critical paths and near-critical paths shall be kept to a minimum. A total of not more than 50 percent of the baseline schedule activities shall be critical or near critical, unless otherwise approved by the Engineer.

MONTHY UPDATE SCHEDULES

The Contractor shall submit to the Engineer an update schedule on or before the first calendar day of each month, unless otherwise directed by the Engineer. The Contractor shall allow 2 weeks for the Engineer's review after the update schedule and all support data are submitted. Schedules that are rejected shall be corrected by the Contractor and resubmitted to the Engineer within 1 week at which time a new review period of 1 week will begin. Update schedules that are not accepted or rejected within the required review period will be considered accepted by the Engineer. The update schedule shall show the status of work actually completed to date and the work yet to be performed as originally planned. In addition, it shall show any proposed schedule modifications such as changes to activity durations, constraints and sequences. The Contractor shall state in writing the reasons for any changes to the critical path and activities that result in a delay to the scheduled completion date compared to the previous schedule.

FINAL UPDATE SCHEDULE

Within 30 days after acceptance of the contract by the Director, the Contractor shall submit a final update schedule (as-built schedule) with actual start and actual finish dates for the activities. The Contractor shall submit a written certificate with this submittal signed by the Contractor's Project Manager and an officer of the company stating "To my knowledge and belief, the enclosed final update schedule reflects the actual start and completion dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager. Submittal of the final update schedule and the certification shall be a condition precedent to the release of any retained funds associated with this section "Progress Schedule (Critical Path)" of these special provisions.

PAYMENT

Full compensation for the required schedules shall be considered as included in the contract prices paid for the various items of work involved, and no additional compensation will be allowed therefor.

RETENTION

The Department will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit an acceptable schedule conforming to the requirements of these special provisions as determined by the Engineer. Retentions for failure to submit acceptable schedules shall be in addition to other retentions provided for in the contract. Retentions for failure to submit acceptable schedules will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer, and no interest will be due the Contractor.

10-1.05 OVERHEAD

Overhead shall conform to the provisions of this section, "Overhead," of these special provisions. The Contractor will be compensated for time-related overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

The provisions in Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time-related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time-related overhead shall not include costs that are not related to time, including but not limited to, mobilization, licenses, permits, and any other charges incurred only once during the contract.

Field office overhead expenses include time-related costs associated with the normal and recurring operations of the construction project, and shall not include costs directly attributable to any of the work of the contract. Such time-related costs include, but are not limited to, the salaries and benefits of project managers, general superintendents, field office managers and other field office staff assigned to the project, and rent, utilities, maintenance, security, supplies and equipment costs of the project field office.

Home office overhead or general and administrative expenses refer to the fixed costs of operating the Contractor's business. Such costs include, but are not limited to, general administration, insurance, personnel and subcontract administration, purchasing, accounting, and project engineering and estimating. The rate of home office overhead shall exclude expenses specifically related to other contracts or other businesses of the Contractor, equipment coordination, material deliveries, and consultant and legal fees.

The quantity of time-related overhead to be paid will be measured by the working day, as specified in the Engineer's Estimate as WDAY. The estimated amount will be based on the number of working days, excluding any days for plant establishment, as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions. In the event an early completion progress schedule, as defined in "Progress Schedule (Critical Path)" of these special provisions, is submitted by the Contractor and approved by the Engineer, the quantity of time-related overhead eligible for payment will be based on the total number of working days as specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, rather than the Contractor's early completion progress schedule. The quantity of time-related overhead, as measured above, will be adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

1. suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:

    a. suspensions ordered due to weather conditions being unfavorable for the suitable prosecution of the controlling operation or operations; or
    b. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; or
    c. any other suspensions mutually agreed upon between the Engineer and the Contractor.

2. extensions of time granted by the State in conformance with the provisions in the fifth paragraph in Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or
3. reductions in contract time set forth in approved contract change orders, in conformance with the provisions in Section 4-1.03, "Changes," of the Standard Specifications.

In the event a cost reduction proposal is submitted by the Contractor, and is subsequently approved by the Engineer, which provides for a reduction in contract time, the contract amount of time-related overhead associated with the reduction in contract time shall be considered as a net savings in the total cost of time-related overhead. The Contractor will be paid 50 percent of the estimated net savings of the time-related overhead, in conformance with the provisions in Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

If the quantity of time-related overhead, measured as specified in this special provision, exceeds 149 percent of the number of working days specified in the Engineer's Estimate, the Contractor shall, within 60 calendar days of the Engineer's written request, submit to the Engineer an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead:

1. are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31;
2. are adequately supported by reliable documentation; and
3. related solely to the project under examination.

Upon the Engineer's written request, the Contractor shall make its financial records available for audit by the State for the purpose of verifying the actual rate of time-related overhead specified in the audit submitted by the Contractor. The actual rate of time-related overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Engineer.

If the Engineer elects, or if requested in writing by the Contractor, contract item payments for time-related overhead, in excess of 149 percent of the number of working days designated in the Engineer's Estimate, will be adjusted to reflect the actual rate.

The cost of performing an audit examination and submitting the report, requested by the Engineer, will be borne equally by the State and the Contractor. The division of the cost will be made by determining the cost of providing an audit examination in conformance with the provisions of Section 9-1.03B, "Work performed by Special Forces or Other Special Services" of the Standard Specifications, and paying to the Contractor one-half of that cost.

The contract price paid per working day for time-related overhead shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in time-related overhead, complete in place, including all field and home office overhead costs incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor, and the Contractor's share of costs of audits of overhead costs requested by the Engineer, as specified in these special provisions, and as directed by the Engineer. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities," 4-1.03C, "Changes in Character of the Work," of the Standard Specifications shall not apply to time-related overhead.

Full compensation for additional overhead costs involved in the performance of extra work at force account shall be considered as included in the markups specified in "Force Account Payment," of these special provisions.

Full compensation for additional overhead cost involved in performing additional contract item work that is not a controlling operation and for all overhead, other than the time-related overhead measured and paid for as specified in this section "Overhead", shall be considered as included in the various items of work involved, and no additional compensation will be allowed therefor.

For the purpose of making partial payments pursuant to the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time-related overhead in each monthly partial payment will be the number of working days, specified above to be measured for payment, that occurred during that monthly estimate period. The amount earned per working day for time-related overhead shall be either the contract item price, or 20 percent of the original total contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions, whichever is the lesser.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount of the total contract item price for time-related overhead not yet paid, will be included for payment in the first estimate made after acceptance of the contract in conformance with the provisions in Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

After all work has been completed, except plant establishment work, as provided in Section 20-4.08, "Plant Establishment Work," of the Standard Specifications, the amount, if any, of the total contract item price for time-related overhead not yet paid will be included for payment in the first estimate made after completion of all roadway construction work, in conformance with the provisions in Section 9-1.06, "Partial Payments," of the Standard Specifications.

10-1.06 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.07 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Category 1 traffic control devices are defined as those devices that are small and lightweight (less than 45 kg), and have been in common use for many years. The devices shall be known to be crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 traffic control devices. Self-certification shall be provided by the manufacturer or Contractor and shall include the following: date, Federal Aid number (if applicable), expenditure authorization, district, county, route and kilometer post of project limits; company name of certifying vendor, street address, city, state and zip code; printed name, signature and title of certifying person; and an indication of which Category 1 traffic control devices will be used on the project. The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 traffic control devices are defined as those items that are small and lightweight (less than 45 kg), that are not expected to produce significant vehicular velocity change, but may otherwise be potentially hazardous. Category 2 traffic control devices include: barricades and portable sign supports.

Category 2 devices purchased on or after October 1, 2000 shall be on the Federal Highway Administration (FHWA) Acceptable Crashworthy Category 2 Hardware for Work Zones list. This list is maintained by FHWA and can be located at the following internet address: http://safety.fhwa.dot.gov/fourthlevel/hardware/listing.cfm?code=workzone. The Department maintains a secondary list at the following internet address: http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdffiles.htm.

Category 2 devices that have not received FHWA acceptance, and were purchased before October 1, 2000, may continue to be used until they complete their useful service life or until January 1, 2003, whichever comes first. Category 2 devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer by the start of the project. The label shall be readable. After January 1, 2003, all Category 2 devices without a label shall not be used on the project.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 devices to be used on the project at least 5 days prior to beginning any work using the devices. For each type of device, the list shall indicate the FHWA acceptance letter number and the name of the manufacturer.

Full compensation for providing self-certification for crashworthiness of Category 1 traffic control devices and for providing a list of Category 2 devices used on the project and labeling Category 2 devices as specified shall be considered as included in the prices paid for the various contract items of work requiring the use of the Category 1 or Category 2 traffic control devices and no additional compensation will be allowed therefor.

10-1.08 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

The Contractor shall notify the Engineer at least 15 (fifteen) days in advance of any and each planned horizontal restriction, such as lane closure, ramp closure, or reduction of paved lane width.

At least ten working days prior to any ramp closure, the Contractor shall post a SC6-3 sign advising motorists of the time and dates of the planned closure.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

Chart No. 1
Multilane Lane Requirements

Location: 08-SBd-40-R82.1/R117.9 (KP) EB

	a.m.												p.m.											
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays							1	1	1	1	1	1	1	1	1										
Saturdays																									
Sundays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Day before designated legal holiday																									
Designated legal holidays																									

Legend:

1 One lane open in direction of travel

No lane closure allowed

REMARKS: 1) This Lane closure Chart (LCC) shall be used for placing and removing temporary railing, channelizers, and striping operations. Lanes shall not be closed for 24 hours continuously.

2) A minimum of one paved traffic lane not less than 3.6 m wide shall be open for use by public traffic in each direction of travel.

Chart No. 2
Multilane Lane Requirements

Location: 08-SBd-40-R82.1/R117.9 (KP) WB

	a.m.												p.m.											
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Fridays							1	1	1	1	1	1	1	1	1										
Saturdays																									
Sundays																									
Day before designated legal holiday							1	1	1	1	1	1	1	1	1										
Designated legal holidays																									

Legend:

1 One lane open in direction of travel

No lane closure allowed

REMARKS: 1) This Lane closure Chart (LCC) shall be used for placing and removing temporary railing, channelizers, and striping operations. Lanes shall not be closed for 24 hours continuously.

2) A minimum of one paved traffic lane not less than 3.6 m wide shall be open for use by public traffic in each direction of travel.

Chart No. 3
Ramp Lane Requirements

Location:

FROM HOUR TO HOUR	a.m. 12	1	2	3	4	5	6	7	8	9	10	11	p.m. 12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Thursdays								X	X	X	X	X	X	X	X	X	X	X							
Fridays								X	X	X	X	X	X	X	X										
Saturdays																									
Sundays																									
Day before designated legal holiday																									
Designated legal holidays																									

Legend:

X — Ramp may be closed

— No work that interferes with public traffic will be allowed

REMARKS:

10-1.09 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.10 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes and ramps in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

STATIONARY LANE CLOSURE

When lane and ramp closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.

The traffic cones shown to be placed transversely across closed traffic lanes and shoulders on the plans entitled "Traffic Control System for Lane Closures on Freeways and Expressways" and "Traffic Control System for Lane and Complete Closures on Freeways and Expressways" shall not be placed.

MOVING LANE CLOSURE

Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 2.1 m above the ground, but should be as high as practicable.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.

   1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
   2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.

B. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.

C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMA shall be _____ mm ± _____ mm above the ground at all points for proper impact performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

PAYMENT

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.11 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic. On multilane roadways (freeways and expressways) edgeline delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers, including underlying adhesive, and removable traffic tape which are applied to the final layer of surfacing or existing pavement to remain in place or which conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE DELINEATION

Whenever lanelines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary pavement markers shall be the same color as the laneline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 7.3 m and shall be used for a maximum of 14 days on lanes opened to public traffic. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary laneline) for those areas where temporary laneline delineation is not shown on the plans and for providing equivalent patterns of permanent traffic lines for those areas when required, shall be considered as included in the contract prices paid for the items of work that obliterated the laneline pavement delineation and no separate payment will be made therefor.

TEMPORARY EDGELINE DELINEATION

On multilane roadways (freeways and expressways), whenever edgelines are obliterated and temporary pavement delineation to replace those edgelines is not shown on the plans, the edgeline delineation to be provided for those areas adjacent to lanes open to public traffic shall be as follows:

A. Temporary pavement delineation for right edgelines shall consist of a solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces.
B. Temporary pavement delineation for left edgelines shall consist of solid 100-mm wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces.

Traffic stripe (100-mm wide) placed as temporary edgeline delineation which will require removal shall conform to the provisions of "Temporary Traffic Stripe (Tape)" of these special provisions. Where removal of the 100-mm wide traffic stripe will not be required, painted traffic stripe conforming to the provisions of "Temporary Traffic Stripe (Paint)" of these special provisions may be used. The quantity of temporary traffic stripe (tape) or temporary traffic stripe (paint) used for this temporary edgeline delineation will not be included in the quantities of tape or paint to be paid for.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation, including underlying adhesive, for those areas where temporary edgeline delineation is not shown on the plans shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

TEMPORARY TRAFFIC STRIPE (TAPE)

Temporary traffic stripe consisting of removable traffic stripe tape shall be applied at the locations shown on the plans. The temporary traffic stripe tape shall be complete in place at the location shown prior to opening the traveled way to public traffic.

Removable traffic stripe tape shall be the temporary removable traffic stripe tape listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Removable traffic stripe tape shall be applied in conformance with the manufacturer's installation instructions and shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface. Traffic stripe tape shall be applied straight on tangent alignment and on a true arc on curved alignment. Traffic stripe tape shall not be applied when the air or pavement temperature is less than 10°C, unless the installation procedures to be used are approved by the Engineer, prior to beginning installation of the tape.

When removable traffic stripe tape is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 1.8 m may be used in place of the temporary traffic stripe tape. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. When temporary pavement markers are used in place of tape, payment for those temporary pavement markers will be made on the basis of the theoretical length of the temporary traffic stripe (tape) required for the left edgeline which the temporary pavement markers replace.

TEMPORARY TRAFFIC STRIPE (PAINT)

Temporary traffic stripe consisting of painted traffic stripe shall be applied and maintained at the locations shown on the plans. The painted temporary traffic stripe shall be complete in place at the location shown prior to opening the traveled way to public traffic. Removal of painted temporary traffic stripe will not be required.

Temporary painted traffic stripe shall conform to the provisions in "Paint Traffic Stripes and Pavement Markings" of these special provisions, except for payment. At the option of the Contractor, either one or 2 coats shall be applied regardless of whether on new or existing pavement.

At the Contractor's option, temporary removable striping tape listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be used instead of painted temporary traffic stripes. When traffic stripe tape is used in place of painted temporary traffic stripes, the tape will be measured and paid for by the meter as temporary traffic stripe (paint).

When painted traffic stripe is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 1.8 m may be used in place of the temporary painted traffic stripe. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. When temporary reflective pavement markers are used in place of temporary painted traffic stripe, payment for those temporary pavement markers will be made on the basis of the theoretical quantity of temporary traffic stripe (paint) required for the left edgeline the temporary pavement markers replace.

TEMPORARY PAVEMENT MARKING (TAPE)

Temporary pavement marking consisting of removable pavement marking tape shall be applied at the locations shown on the plans. The temporary pavement marking tape shall be complete in place at the location shown, prior to opening the traveled way to public traffic.

Removable pavement marking tape shall be the temporary removable type pavement marking tape listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions and shall be applied and removed in conformance with the provisions specified for applying and removing the temporary traffic stripe tape.

TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be applied at the locations shown on the plans. The pavement markers shall be applied complete in place at the locations shown prior to opening the traveled way to public traffic.

Temporary pavement markers shown on the plans shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

Where the temporary pavement delineation shown on the plans for lanelines or centerlines consists entirely of a pattern of broken traffic stripe and pavement markers, the Contractor may use groups of the temporary pavement markers for long term day/night use (6 months or less) in place of the temporary traffic stripe tape or painted temporary traffic stripe. The groups of pavement markers shall be spaced as shown on the plans for a similar pattern of permanent traffic line, except pavement markers shown to be placed in the gap between the broken traffic stripe shall be placed as part of the group to delineate the pattern of broken temporary traffic stripe. The kind of laneline and centerline delineation selected by the Contractor shall be continuous within a given location. Payment for those temporary pavement markers used in place of temporary traffic stripe will be made on the basis of the theoretical length of the patterns of temporary traffic stripe (tape) or temporary traffic stripe (paint).

Retroreflective pavement markers conforming to the provisions in "Pavement Markers" of these special provisions may be used in place of temporary pavement markers for long term day/night use (6 months or less) except to simulate patterns of broken traffic stripe. Placement of the retroreflective pavement markers used for temporary pavement markers shall conform to the provisions in "Pavement Markers" of these special provisions except the waiting period provisions before placing the pavement markers on new asphalt concrete surfacing as specified in Section 85-1.06, "Placement," of the Standard Specifications shall not apply and epoxy adhesive shall not be used to place pavement markers in areas where removal of the pavement markers will be required.

MEASUREMENT AND PAYMENT

Temporary traffic stripe (tape) will be measured and paid for by the meter, measured along the line of the stripe, with deductions for gaps in broken traffic stripes. Double and 200-mm temporary traffic stripes, shown on the plans as tape, will be measured as 2 temporary traffic stripes (tape). Temporary pavement marking (tape) will be measured and paid for by the square meter for actual area of the pavement marking that receives tape.

Temporary traffic stripe (paint) and temporary pavement marking (paint) will be measured and paid for in the same manner specified for paint traffic stripe (1-coat) and paint pavement marking (1-coat) in Section 84-3.06, "Measurement," and Section 84-3.07, "Payment," of the Standard Specifications.

Temporary pavement markers, shown on the plans, will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the Standard Specifications. Temporary pavement markers used for temporary laneline and centerline delineation for areas which are not shown on the plans will not be included in the quantities of temporary pavement markers to be paid for. Full compensation for removing temporary pavement markers, when no longer required, shall be considered as included in the contract unit price paid for temporary pavement marker and no separate payment will be made therefor.

The contract price paid per meter for temporary traffic stripe (tape) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying, maintaining and removing temporary traffic stripe tape, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per square meter for temporary pavement marking (tape) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying, maintaining and removing temporary pavement marking tape, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.12 BARRICADE

Barricades shall be furnished, placed and maintained at the locations shown on the plans, specified in the Standard Specifications or in these special provisions or where designated by the Engineer. Barricades shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Prequalified and Tested Signing and Delineation Materials" of these special provisions regarding retroreflective sheeting for barricades.

Construction area sign and marker panels conforming to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications shall be installed on barricades in a manner determined by the Engineer at the locations shown on the plans.

Sign panels for construction area signs and marker panels installed on barricades shall conform to the provisions in Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications.

Full compensation for furnishing, installing, maintaining, and removing construction area signs and marker panels on barricades shall be considered as included in the contract unit price paid for the type of barricade involved and no separate payment will be made therefor.

Barricades shown on the plans as part of a traffic control system will be paid for as provided in "Traffic Control System for Lane Closure" of these special provisions and will not be included in the count for payment of barricades.

10-1.13 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained at those locations shown on the plans or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Portable changeable message signs shall be maintained at the project site and shall be available for use prior to performance of any work requiring the use of said sign. The signs shall remain at the project site, fully functional, until all items of work are complete. Whenever the Contractor is not available the Engineer shall have access to the portable changeable message signs for the purpose of altering messages.

Full compensation for multiple daily setup and takedown operations throughout the project limits and approaches, as directed by the Engineer, shall be considered as included in the contract unit price paid for portable changeable message sign, and no additional compensation will be allowed therefor.

10-1.14 FLASHING ARROW SIGN

Flashing arrow signs shall be furnished, placed, relocated, operated, and maintained at those locations shown on the plans, or where designated by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the flashing arrow signs.

Flashing arrow signs shall be maintained at the project site and shall be available for use prior to performance of any work requiring the use of said flashing arrow sign. Said signs shall remain at the project site, fully operational , until all items of work are complete.

10-1.15 TEMPORARY RAILING

Temporary railing (Type K) shall be placed as shown on the plans, as specified in the Standard Specifications or these special provisions or where ordered by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary railing (Type K), conforming to the details shown on Standard Plan T3 may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance and vertical holes are not drilled in the top of the temporary railing to secure temporary traffic screen to the temporary railing.

Attention is directed to "Public Safety" and "Order of Work" of these special provisions.

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

10-1.16 CHANNELIZER

Channelizers shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

When no longer required for the work as determined by the Engineer, channelizers and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

10-1.17 TEMPORARY CULVERTS

Temporary culverts shall be furnished, installed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

The size and type of temporary culvert to be installed at each location shall be at the option of the Contractor; however, the culvert shall be capable of sustaining the intended load and of discharging a quantity of water equivalent to the type and size of culvert shown on the plans. Adequacy as to equivalent strength and capacity shall be subject to approval, in writing, by the Engineer.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Excavation and backfill for temporary culverts shall be performed in a manner that will provide adequate support for the culvert with a firm, nonsettling foundation for the roadbeds to be constructed over the culverts.

Temporary culverts that are damaged from any cause during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work as determined by the Engineer, temporary culverts shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Removed temporary culverts that are not damaged may be installed in the permanent work provided the culverts conform to the requirements specified for the permanent work and the culverts are new when installed as temporary culverts.

Trenches and pits caused by the removal of temporary culverts shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

Regardless of the sizes or kinds of temporary culverts installed, temporary culverts will be measured and paid for by the meter for the sizes of temporary culverts shown on the plans and listed in the Engineer's Estimate in the same manner specified for corrugated metal pipe in Section 66-4.01, "Measurement," and Section 66-4.02, "Payment," of the Standard Specifications.

Full compensation for maintaining, removing and disposing of temporary culverts shall be considered as included in the contract prices paid per meter for the various sizes or kinds of temporary culverts and no additional compensation will be allowed therefor.

10-1.18 TEMPORARY TRAFFIC SCREEN

Temporary traffic screen shall be furnished, installed, and maintained on top of temporary railing (Type K) at the locations designated on the plans, specified in the special provisions or directed by the Engineer and shall conform to the provisions specified for traffic handling equipment and devices in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Temporary traffic screen panels shall be new or used CDX Grade, or better, plywood or weather resistant strandboard mounted and anchored on temporary railing (Type K). Wale boards shall be new or used Douglas fir, rough sawn, Construction Grade, or better. Pipe screen supports shall be new or used galvanized steel pipe, Schedule 40. Nuts, bolts, and washers shall be cadmium plated. Screws shall be black or cadmium plated flat head, cross slotted screws with full thread length.

When no longer required, as determined by the Engineer, temporary traffic screen shall be removed from the site of the work and shall become the property of the Contractor.

Temporary traffic screen will be measured by the meter from actual measurements along the line of the completed temporary traffic screen, at each location designated on the plans, specified or directed by the Engineer. If the Engineer orders a lateral move of temporary railing, with temporary traffic screen attached, and the repositioning is not shown on the plans, moving the temporary traffic screen will be paid for as part of the extra work for moving the temporary railing as specified in Section 12-4.01, "Measurement and Payment," of the Standard Specifications. Temporary traffic screen placed in excess of the length shown, specified or directed by the Engineer will not be paid for.

The contract price paid per meter for temporary traffic screen shall include full compensation for furnishing all labor, materials (including anchoring systems), tools, equipment, and incidentals, and for doing all the work involved in installing, maintaining, and removing the temporary traffic screen, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.19 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

GENERAL

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TrafFix Sand Barrels manufactured after March 31, 1997, or equal:

A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.

1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.

1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.

C. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.

1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be measured and paid for as temporary crash cushion module.

If the Engineer orders a lateral move of the sand filled temporary crash cushions and the repositioning is not shown on the plans, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.20 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, California, Fax (916) 227-8357, and are available at the Office of Structure Maintenance and Investigations, Los Angeles, California, Telephone (213) 897-6156.

Plans of the existing bridges available to the Contractor are reproductions of the original contract plans with significant changes noted and working drawings and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

REMOVE METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be removed, shall be removed and disposed of.

Existing concrete anchors shall be completely removed and disposed of. Full compensation for removing concrete anchors shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

Full compensation for removing cable anchor assemblies shall be considered as included in the contract price paid per meter for remove metal beam guard railing and no separate payment will be made therefor.

REMOVE PAVEMENT MARKER

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

REMOVE PAINTED TRAFFIC STRIPES AND THERMOPLASTIC TRAFFIC STRIPES

Painted traffic stripes and thermoplastic traffic stripes to be removed shall be removed at the locations shown on the plans and at the locations designated by the Engineer.

Yellow thermoplastic traffic stripes and yellow painted traffic stripes may contain lead and chromium. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed hazardous waste thresholds established by the California Code of Regulations and may produce toxic fumes when heated.

The removed yellow thermoplastic and yellow paint material shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 90 days after accumulating 100 kg of residue and dust. The Contractor shall make all arrangements with the operator of the disposal facility and perform all testing of the yellow thermoplastic and yellow paint residue required by the operator. The Contractor shall submit the name and location of the facility along with testing requirements to the Engineer no less than 21 days prior to removal of yellow thermoplastic traffic stripes and yellow painted traffic stripes.

The Contractor removing the yellow thermoplastic traffic stripes and yellow paint shall submit the written compliance programs required in Subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer not less than 21 days prior to start of removal operations. The compliance programs shall be prepared by an industrial hygienist certified by the American Board of Industrial Hygiene and shall cover all contractor employees removing or handling the yellow thermoplastic and yellow paint residue. Inspection reports shall also be made in conformance with Section 1532.1, "Lead," and shall be submitted to the Engineer.

Prior to performing any removal, personnel who have no prior lead training, including State personnel, shall complete a safety training class provided by the contractor, which meets the requirements of Title 8, Section 1532.1. State personnel to be trained shall be 2.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic traffic stripes and yellow painted traffic stripes, the residue, including dust, shall be contained and collected immediately. Sweeping shall not be allowed. Collection shall be by a HEPA vacuum attachment operated concurrently with removal operations, or other equally effective method approved by the Engineer. The Contractor shall submit a removal, storage, and disposal work plan in writing to the Engineer for approval not less than 21 days prior to start of removal operations.

The collected residue shall be stored in properly labeled and covered containers approved by the United States Department of Transportation for transportation and temporary storage. The containers shall be handled in such a manner that no spillage will occur. These containers shall be stored in a secured enclosure at a location within the project limits approved by the Engineer while awaiting test results required by the operators of the disposal facility.

Attention is directed to "Water Pollution Control" of these special provisions.

Removed yellow thermoplastic and yellow paint material shall remain the property of the State.

The removed material shall be transported to the Class 1 disposal facility by a transporter currently registered with the California Department of Toxic Substance Control using current manifesting procedures. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator. The California Board of Equalization Number (State Generator's ID) to be used for this project will be acquired by the Engineer just prior to removal of painted traffic stripe and thermoplastic traffic stripe. The Contractor shall assume that the yellow thermoplastic and yellow paint residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for residue regulated under RCRA, as determined by test results, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Except as otherwise provided above for possible additional costs to be paid for as extra work, full compensation for submitting the required compliance programs, making arrangements with the Class 1 disposal facility operator, providing for the temporary storage of the residue within a secured area, testing the residue as required by the disposal facility operator, transportation of the residue to the Class 1 disposal facility, and disposal of the residue, all as specified herein, shall be considered as included in the contract prices paid per meter for remove painted traffic stripe and per meter for remove thermoplastic traffic stripe and no additional compensation will be allowed therefor.

Nothing in these special provisions shall relieve the Contractor from the Contractor's responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

REMOVE ASPHALT CONCRETE DIKE

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The dike shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

RECONSTRUCT METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be reconstructed, shall be reconstructed.

Attention is directed to "Order of Work" of these special provisions regarding the reconstruction of metal beam guard railing at those locations exposed to public traffic.

Cable anchor assemblies or terminal anchor assemblies, including concrete anchors and steel foundation tubes, shall be completely removed and disposed of.

New posts, blocks, and hardware shall be furnished and used to reconstruct metal beam guard railing. New posts and blocks shall conform to the provisions in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

Posts, blocks, and other components of the removed metal beam guard railing, including terminal sections, that are not used in the reconstruction work shall be disposed of.

Full compensation for furnishing and installing new posts, blocks, and hardware; for connecting reconstructed metal beam guard railing to existing structures, other flat concrete surfaces or terminal systems; and for removing and disposing of anchor assemblies shall be considered as included in the contract price paid per meter for reconstruct metal beam guard railing and no separate payment will be made therefor.

Terminal anchor assemblies (Type SFT) for reconstructed metal beam guard railing will be measured and paid for separately and shall conform to the provisions in "Metal Beam Guard Railing" of these special provisions.

Terminal System (Type ET) and Terminal System (SRT) for connection to reconstructed metal beam guard railing will be measured and paid for separately in conformance with the provisions in "Terminal System (Type ET)" and Terminal System (SRT) of these special provisions.

REMOVE DELINEATORS AND OBJECT MARKERS

Existing delineators (Class 1) and object markers (Class 2, 2-dot, and 3-dot) , where shown on the plans to be removed , shall be removed.

RESET ROADSIDE SIGN

Existing roadside signs, where shown on the plans to be reset, shall be removed and reset.

Each roadside sign shall be reset on the same day that the sign is removed.

Two holes shall be drilled in each existing post as required to provide the breakaway feature shown on the plans.

RESET OBJECT MARKERS

Existing object markers (culvert, kilometer post, and bridge), where shown on the plans to be reset, shall be removed and reset.

REMOVE ASPHALT CONCRETE SURFACING

The existing asphalt concrete surfacing shall be removed to the top of existing portland cement concrete slab at bridge decks and bridge approaches as shown on the plans and as described in these special provisions.

The method of removal shall be selected by the Contractor. Equipment or procedures that damage the remaining concrete surface, as determined by the Engineer, shall not be used.

The outline of the asphalt concrete to be removed shall be cut with a power-driven saw to a depth of not less than 45 mm before removing the surfacing. Surfacing shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new asphalt concrete when ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of surfacing to be removed shall be at the Contractor's expense and will not be measured or paid for.

All removed materials shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Remove asphalt concrete surfacing will be measured by the square meter.

The contract price paid per square meter for remove asphalt concrete surfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing asphalt concrete surfacing, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

REMOVE BASE AND SURFACING

Existing base and bituminous surfacing shown on the plans to be removed, shall be removed to a depth of at least 150 mm below the grade of the existing surfacing. Resulting holes and depressions shall be backfilled with earthy material selected from excavation to the lines and grade established by the Engineer.

The material removed may be buried in embankments in the same manner as provided for burying concrete in Section 15-3, "Removing Concrete," of the Standard Specifications, or shall be disposed of outside the highway right of way in conformance with the provisions in Section 15-2.03, "Disposal," of the Standard Specifications.

Removing base and surfacing will be measured by the cubic meter in the same manner specified for roadway excavation in conformance with the provisions in Section 19, "Earthwork," of the Standard Specifications and will be paid for at the contract price per cubic meter for remove base and surfacing.

RELAY ENTRANCE TAPERS AND PIPE DOWNDRAINS

Existing entrance tapers and pipe downdrains, where shown on the plans, shall be removed and relaid.

Once the paving operations have been completed at each location, entrance tapers and pipe downdrains shall be relaid. That portion of each pipe downdrain connected to the entrance taper may require raising and additional backfill material may need to be placed. Once the work of relaying the entrance tapers and pipe downdrains has been completed, the downdrains shall be fully functional.

COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 750 mm in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Cold planing equipment shall be equipped with automatic cutting depth controls and a sensing device or devices.

When planing asphalt concrete to the lines and grades established by the Engineer, the automatic controls shall control the longitudinal grade and transverse slope of the cutter head. Grade and slope references shall be furnished, installed, and maintained by the Contractor. The minimum length of the ski device shall be 9 m. The ski device shall be a rigid one piece unit and the entire length shall be utilized in activating the sensor.

When planing the initial strip of asphalt concrete on existing pavement, the depth of cut nearest the centerline shall be controlled by a sensor activated by a ski device not less than 9 m long. The end of the cutter head farthest from centerline shall be controlled by an automatic transverse slope device set to reproduce the cross slope designated by the Engineer.

When planing contiguously with previously planed areas, the end of the cutter head adjacent to the previously planed area shall be controlled by a sensor that responds to the grade of the previously planed area and will reproduce the grade in the new planed area within a 3-mm tolerance. The end of the cutter head farthest from the previously planed area shall be controlled in the same way it was controlled when planing the initial area.

Should the automatic depth controls fail to operate properly during a day's work, the Contractor may manually control the planing equipment for the remainder of that day. However, the equipment shall be corrected or replaced with alternative automatically controlled equipment conforming to the provisions in this section before starting another day's work.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The material planed from the roadway surface, except for material to be used for shoulder backing, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 15 m of the planer, unless otherwise directed by the Engineer.

Portions of cold planed asphalt concrete pavement to be used as shoulder backing shall not have large lumps and shall meet the aggregate grading requirements of Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications.

Attention is directed to "Shoulder Backing" of these special provisions.

Cold plane asphalt concrete pavement will be measured by the square meter for the depth (maximum) designated in the Engineer's Estimate. The quantity to be paid for will be the actual area of surface cold planed for the depth (maximum) designated in the Engineer's Estimate, irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square meter for cold plane asphalt concrete pavement for the depth (maximum) designated in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

CLEAN BRIDGE SOFFIT

This work shall consist of cleaning the concrete bridge deck soffit of Bridge No. 54-0849L before sealing the cracks in the soffit and treating the bridge deck with methacryalate as shown on the plans and as specified in these special provisions.

The soffit shall be cleaned by abrasive blast method. The soffit shall be cleaned of efflorescence and water staining. The soffit shall be dry when blast cleaning is performed.

The Contractor shall take necessary precautions to ensure that material removed from cleaning bridge soffit does not fall onto the ground surface below the bridge. The Contractor shall submit for the Engineer's approval, detail for preventing material, equipment, or debris from falling onto the ground surface below.

All removed materials shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Sealing cracks on the soffit will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Removal of sealant material on the soffit will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Cleaning bridge deck soffit will be measured by the square meter of surface which is cleaned, based on field measurement of the completed work.

The contract price paid per square meter for clean bridge soffit shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning the bridge deck soffit, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

CLEAN BRIDGE DECK

This work shall consist of cleaning the portland cement concrete bridge deck surface as shown on the plans and as specified in these special provisions.

Asphaltic or petroleum products, contrast treatment, except for slurry or chip seal contrast treatment, and concrete curing seals shall be cleaned from the deck surface by abrasive blasting. The deck shall be dry when blast cleaning is performed.

If the surface becomes contaminated at any time prior to placing the penetrating sealer, the surface shall be cleaned by abrasive blasting.

Where abrasive blasting is being performed within 3 m of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the abrasive and the surface being treated. The removal shall be by a vacuum attachment operating concurrently with the abrasive blasting operation.

Nothing in these special provisions shall relieve the Contractor from his responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Equipment shall be fitted with suitable traps, filters, drip pans or other devices, as necessary, to prevent oil or other deleterious material from being deposited on the deck.

Removal of slurry or chip seal contrast treatment will be paid for as extra work as provided in Section 4-l.03D of the Standard Specifications.

All removed materials shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Cleaning bridge deck surface will be measured by the square meter of surface which is cleaned, based on field measurement of the completed work.

The contract price paid per square meter for clean bridge deck shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in cleaning the bridge deck, except for removal of slurry or chip seal contrast treatment, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.21 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.22 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

The portion of imported borrow placed within 1.5 m of the finished grade shall have a Resistance (R-Value) of not less than 50.

Imported borrow will be measured and paid for by the cubic meter and the quantity to be paid for will be computed in the following manner:

A. The total quantity of embankment will be computed in conformance with the provisions for roadway excavation in Section 19-2.08, "Measurement," of the Standard Specifications, on the basis of the planned or authorized cross section for embankments as shown on the plans and the measured ground surface.
B. The Contractor, at the Contractor's option, may compact the ground surface on which embankment is to be constructed before placing any embankment thereon. If the compaction results in an average subsidence exceeding 75 mm, the ground surface will be measured after completion of the compaction. The Engineer shall be allowed the time necessary to complete the measurement of an area before placement of embankment is started in that area.
C. The quantities of roadway excavation, which have been used in the embankment, will be adjusted by multiplying by a grading factor to be determined in the field by the Engineer. No further adjustment will be made in the event that the grading factor determined by the Engineer does not equal the actual grading factor.

10-1.23 SHOULDER BACKING

This work shall consist of constructing shoulder backing adjacent to the edge of the new surfacing in conformance with the details shown on the plans and these special provisions.

Material for shoulder backing shall consist of cold planed asphalt concrete pavement and native material. The material shall be bladed or graded from areas adjacent to the shoulder backing as determined by the Engineer or as shown on the plans.

The areas where shoulder backing is to be constructed and areas where native material is to be obtained for shoulder backing shall be cleared of weeds, grass, and debris. Removed weeds and grass shall be disposed of uniformly over adjacent slope areas and removed debris shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Large rocks in native material used for shoulder backing shall be removed if ordered by the Engineer. Removal of large rocks from native material will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Cold planed asphalt concrete pavement and native material to be used as shoulder backing shall be thoroughly mixed with the basement material by scarifying or blading and then watered and rolled to form a smooth, firmly compacted surface. Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

Cold planed asphalt concrete pavement to be used as shoulder backing shall not be placed within 45 meters of any wash or drainage channel. Native material shall be used for shoulder backing at said locations.

Shoulder backing construction shall be completed along the edges of any portion of new surfacing within 5 days after completion of that portion of the new surfacing. Prior to opening a lane adjacent to uncompleted shoulder backing to uncontrolled public traffic, the Contractor shall furnish, place, and maintain portable delineators and C31 (Low Shoulder) signs off of and adjacent to the new surfacing. Portable delineators shall be placed at the beginning and along the drop-off of the edge of pavement, in the direction of travel, at successive maximum intervals of 150 meters on tangents and 60 meters on curves. C31 signs shall be placed at the beginning and along the drop-off at successive maximum intervals of 600 meters. The portable delineators and C31 signs shall be maintained in place at each location until the shoulder backing is completed at that location. Portable delineators and signs shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, except the signs may be set on temporary portable supports or on barricades.

Shoulder backing will be measured by the station along each edge of surfacing where shoulder backing is constructed. A station shall be considered to be 100 meters. The length of shoulder backing to be paid for will be determined from actual measurement or calculated from centerline stationing or kilometer post distance determined by the Engineer.

The contract price paid per station for shoulder backing shall include full compensation for furnishing all labor (except removal of rocks from native material), materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, C31 signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.24 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (Type D) work shall consist of applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities. Erosion control (Type D) shall be applied during the period starting October 15 and ending March 15; or, if the slope on which the erosion control is to be placed is finished during the winter

season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately; or, if the slope on which the erosion control is to be placed is finished outside both specified periods and the contract work will be completed before October 15, the erosion control shall be applied as a last item of work.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Atriplex canescens (Four-Winged Saltbush)	40	1.0
Encelia farinosa (Brittlebush)	30	4.0
Eriogonum fasciculatum (California Buckwheat)	40	4.0
Baileya multiradiata (Desert marigold)	30	1.0

Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Wheat and barley straw shall be derived from irrigated crops.

Prior to delivery of wheat or barley straw to the project site, the Contractor shall provide the date of harvest and the name, address and telephone number of the grower.

Straw shall be derived from wheat or barley.

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57˚C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 6 mm screen. The moisture content of the compost shall not exceed 35 percent. Moisture content shall be determined by California Test 226. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent. Compost will be tested for maturity and stability with a solvita test kit. The compost shall measure a minimum of 6 on the maturity and stability scale.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions. Stabilizing emulsion shall be nonflammable and shall have an effective life of at least one year.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in 3 separate applications in the following sequence:

A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	400
Non-Legume Seed	10
Compost	1500

B. Straw shall be applied at the rate of 4.0 tonnes per hectare based on slope measurements. Incorporation of straw will not be required.

C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	500
Compost	2500
Stabilizing Emulsion (Solids)	150

D. The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

The contract price paid per kilogram for compost (erosion control) shall include full compensation for furnishing all labor, materials , tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.25 TREATED PERMEABLE BASE

Treated permeable base shall be asphalt treated and shall conform to the provisions in Section 29, "Treated Permeable Bases," of the Standard Specifications.

10-1.26 ASPHALT CONCRETE

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The amount of asphalt binder used in asphalt concrete placed in dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall be increased one percent by mass of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the shoulders.

Asphalt concrete placed in layers of 45 mm or less in compacted thickness or widths of less than 1.5 m shall be spread and compacted with the equipment and by the methods conforming to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications. Other asphalt concrete shall be compacted and finished in conformance with the provisions in Section 39 and the following:

A. The provisions in Section 39-5.02, "Compacting Equipment," of the Standard Specifications shall not apply.
B. The Contractor shall furnish a sufficient number of rollers to obtain the compaction specified in these special provisions and the surface finish required by the Standard Specifications and these special provisions.
C. Rollers shall be equipped with pads and water systems that prevent sticking of asphalt mixtures to the pneumatic-tired or steel-tired wheels. A parting agent that will not damage the asphalt mixture may be used.
D. The second paragraph in Section 39-6.01, "General Requirements," of the Standard Specifications shall not apply.
E. Asphalt concrete and asphalt concrete base shall be compacted by any means to obtain the specified relative compaction before the temperature of the mixture drops below 65°C. Additional rolling to achieve the specified relative compaction will not be permitted after the temperature of the mixture drops below 65°C or once the pavement is opened to public traffic. When vibratory rollers are used as finish rollers the vibratory unit shall be turned off.
F. The fifth and seventh through tenth paragraphs of Section 39-6.03, "Compacting," of the Standard Specifications shall not apply.
G. Asphalt concrete and asphalt concrete base shall be compacted to a relative compaction of not less than 96.0 percent and shall be finished to the lines, grades, and cross section shown on the plans. In-place density of asphalt concrete and asphalt concrete base will be determined prior to opening the pavement to public traffic.
H. Relative compaction will be determined by California Test 375.
I. If the test results for a quantity of asphalt concrete or asphalt concrete base indicate that the relative compaction is below 96.0 percent, the Contractor will be notified. Asphalt concrete or asphalt concrete base spreading operations shall not continue until the Contractor has notified the Engineer of the adjustment that will be made in order to meet the specified relative compaction.
J. If the test results for a quantity of asphalt concrete or asphalt concrete base indicate that the relative compaction is less than 96.0 percent, the asphalt concrete or asphalt concrete base represented by that quantity shall be removed, except as otherwise provided in these special provisions. If requested by the Contractor and approved by the Engineer, asphalt concrete or asphalt concrete base with a relative compaction of 93.0 percent or greater may remain in place and the Contractor shall pay to the State the amount of reduced compensation for the quantity with relative compaction less than 96.0 percent and greater than or equal to 93.0 percent. The Department will deduct the amount of reduced compensation from moneys due, or that may become due, the Contractor under the contract. The amount of reduced compensation the Contractor shall pay to the State will be calculated using the total tonnes in the quantity with relative compaction less than 96.0 percent and greater than or equal to 93.0 percent multiplied by the contract price per tonne for asphalt concrete or asphalt concrete base involved multiplied by the following compensation factors:

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
96.0	0.000	94.4	0.062
95.9	0.002	94.3	0.068
95.8	0.004	94.2	0.075
95.7	0.006	94.1	0.082
95.6	0.009	94.0	0.090
95.5	0.012	93.9	0.098
95.4	0.015	93.8	0.108
95.3	0.018	93.7	0.118
95.2	0.022	93.6	0.129
95.1	0.026	93.5	0.142
95.0	0.030	93.4	0.157
94.9	0.034	93.3	0.175
94.8	0.039	93.2	0.196
94.7	0.044	93.1	0.225
94.6	0.050	93.0	0.300
94.5	0.056		

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area), in addition to the prices paid for the materials involved, shall be limited to paved gutter flares at locations for relaying entrance tapers and pipe downdrains, paved gutter flares at new pipe downdrain locations and asphalt concrete overside drains. Aggregate for 10 mm thick rumble strip paving shall conform to the 4.5-mm, Maximum grading, and aggregate for

asphalt concrete dikes shall conform to the 9.5-mm, Maximum grading conforming to the provisions in Section 39-2.02, "Aggregate," of the Standard Specifications.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method in conformance with the provisions in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

If the finished surface of the asphalt concrete on Route 40 shoulders does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance. Abrasive grinding shall conform to the provisions in the first paragraph and the last 4 paragraphs in Section 42-2.02, "Construction," of the Standard Specifications.

In addition to the provisions listed in Section 39, "Asphalt Concrete," of the Standard Specifications, the asphalt concrete shall conform to the following quality requirement when mixed with the asphalt used on the job in the amount determined to be optimum by California Test 367:

Test	California Test	Requirement
Surface Abrasion	360	Loss not to exceed 0.4g/cm^2

The area to which paint binder has been applied shall be closed to public traffic. Care shall be taken to avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Shoulders or median borders adjacent to a lane being paved shall be surfaced prior to opening the lane to public traffic.

The aggregate from each separate bin used for asphalt concrete, Type A, except for the bin containing the fine material, shall have a Cleanness Value of 57 minimum for contract compliance and a value of 65 minimum for operating range as determined by California Test 227, modified as follows:

A. Tests will be performed on the material retained on the 2.36-mm sieve from each bin and will not be a combined or averaged result.
B. Each test specimen will be prepared by hand shaking for 30 seconds, a single loading of the entire sample on a 305-mm diameter, 4.75-mm sieve, nested on top of a 305-mm diameter, 2.36-mm sieve.
C. Where a coarse aggregate bin contains material which will pass the maximum size specified and is retained on a 9.5-mm sieve, the test specimen mass and volume of wash water specified for 25-mm x 4.75-mm aggregate size will be used.
D. Samples will be obtained from the weigh box area during or immediately after discharge from each bin of the batching plant or immediately prior to mixing with asphalt in the case of continuous mixers.
E. The Cleanness Value of the test sample from each of the bins will be separately computed and reported.

At drier-drum and continuous plants with cold feed control, Cleanness Value test samples will be obtained from the discharge of each coarse aggregate storage. An aggregate sampling device shall be provided which will provide a 25-kg sample of each coarse aggregate.

If the results of the Cleanness Value tests do not meet the requirements specified for operating range but meet the contract compliance requirements, placement of the material may be continued for the remainder of that day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for operating range.

If the results of the Cleanness Value tests do not meet the requirements specified for contract compliance, the material which is represented by these tests shall be removed. However, if requested by the Contractor and approved by the Engineer, material having a Cleanness Value of 48 or greater may remain in place and accepted on the basis of a reduced payment for material left in place.

Asphalt concrete that is accepted on the basis of reduced payment will be paid for at the contract prices for the items of asphalt concrete involved multiplied by the following factors:

Test Value	Pay Factor
56	0.90
55	0.85
54	0.80
53	0.75
52	0.70
51	0.65
50	0.60
49	0.55
48	0.50

If asphalt concrete is accepted on the basis of reduced payment due to a Cleanness Value of 48 to 56 and also accepted on the basis of aggregate grading or Sand Equivalent tests not meeting the contract compliance requirements, the reduced payment for Cleanness Value shall apply and payment by the Contractor to the State for asphalt concrete not meeting the contract compliance requirements for aggregate grading or Sand Equivalent shall not apply.

10-1.27 RUMBLE STRIP

This work shall consist of constructing rumble strips by forming indentations in newly surfaced shoulders in conformance with the details and at the locations shown on the plans and as specified in these special provisions.

Rumble strips shall be formed by constructing indentations in the top layer of new asphalt concrete surfacing with a steel-tired 2-axle tandem roller, having a roller wheel diameter of 1000 mm or greater, weighing not less than 11 tonnes, and modified by fitting with pipe segments attached to the non-steering roller drum or formed by other means approved by the Engineer.

In addition to the provisions in the second paragraph in Section 39-6.01, "General Requirements," of the Standard Specifications, the breakdown compaction and forming of the rumble strips shall be completed before the temperature of the surface of the asphalt concrete falls below 110°C. After breakdown compaction on shoulders has been completed, indentations 25 mm in depth shall be formed by making a single pass along the shoulders with the modified roller drum in the trailing position. Final rolling shall be completed before the pavement temperature drops below 60°C.

When the tandem roller with the modified roller drum is used, the pipe segments shall be fabricated from 50-mm commercial quality steel pipe, 600 mm in length, cut longitudinally to provide a 40 percent segment in cross section. The pipe segments shall be beveled 150 mm at each end to provide indentations of the dimensions shown on the plans. The pipe segments shall be welded to the driving, non-steering roller drum at approximately 200-mm centers, with the rounded side of the pipe away from the drum.

The rumble strips shall be placed within 50 mm of the required alignment. The tandem roller shall be equipped with a sighting device that will enable the operator to maintain the alignment of the rumble strip.

Indentations shall not vary from the required dimensions by more than 10 percent. Should the methods used or equipment furnished fail to produce rumble strip indentations conforming to the provisions of these special provisions and the details shown on the plans, the rumble strip operations shall be discontinued and other suitable equipment shall be provided or the equipment or method of constructing the indentations shall be modified until the dimensional requirements are met.

Rumble strips will be measured by the station along each shoulder on which the rumble strips are constructed. The 200-mm distance between the rumble strip indentations will be included in the length of rumble strips to be paid for. A station shall be considered to be 100 meters.

The contract price paid per station for rumble strip shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing rumble strips, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.28 CONCRETE PAVEMENT (WITH DOWELED TRANSVERSE WEAKENED PLANE JOINTS)

GENERAL

Portland cement concrete pavement shall conform to the provisions in Section 40, "Portland Cement Concrete Pavement," of the Standard Specifications and these special provisions.

Prior to placing Portland cement concrete pavement on the subgrade, two applications of curing compound shall be placed on the subgrade as specified in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. The acceptable curing compound for such work shall be curing compound (3) as specified in Section 90-7.01B, and shall contain 22 percent minimum nonvolatile vehicles consisting of at least 50 percent paraffin wax. All foreign materials and loose material remaining from the cold planing operation shall be removed prior to applying the curing compound. Curing

compound shall be applied in 2 separate applications to the area to be covered with portland cement concrete pavement, including the vertical surfaces of existing asphalt concrete shoulders. Each application of curing compound shall be applied at the approximate rate of one liter per 3.7 m^2 and no more than 24 hours in advance of placing the portland cement concrete pavement.

The repeated interval spacing of transverse weakened plane joints in note 1 of Standard Plan sheet A35B, "Portland Cement Concrete Pavement (Doweled Transverse Joints)," shall be 3.6 m, 4.6 m, 4.0 m and 4.3 m.

PREPAVING CONFERENCE

Supervisory personnel of the Contractor and any subcontractor who are to be involved in the concrete paving work shall meet with the Engineer at a prepaving conference, at a mutually agreed time, to discuss methods of accomplishing all phases of the paving work.

The Contractor shall provide the facility for the prepaving conference. Attendance at the prepaving conference is mandatory for the Contractor's project superintendent, paving construction foreman, subcontractors, concrete plant operations personnel (including plant supervisors, manager, and operator) and paving machine operators. All conference attendees will sign an attendance sheet provided by the Engineer. Production and placement shall not begin nor proceed unless the above-mentioned personnel have attended the mandatory prepaving conference.

The above-mentioned personnel along with the Engineer's representatives shall attend a 4-hour training class on portland cement concrete and paving techniques as part of the prepaving conference. This training class time will be in addition to the regular conference time. The class shall be scheduled no more than 2 weeks prior to the placement of portland cement concrete pavement. The class shall be held during normal working hours. Selection of the instructor of the class shall be as agreed to by the Engineer and the Contractor.

TEST STRIP

At the beginning of paving operations, the Contractor shall construct an initial test strip of concrete pavement at least 200 meters, but not more than 300 meters, in length at the specified paving width. If the test strip conforms to specifications, it will become part of the project's paving surface and will be measured and paid for as concrete pavement and seal pavement joint. The Engineer will determine the specified paving width. The Contractor shall use the same equipment for the remainder of the paving operations. The Contractor shall not perform further paving until the test strip is evaluated in conformance with the provisions in Section 40-1.10, "Final Finishing," of the Standard Specifications regarding surface straight edge and profile requirements; for dowel and tie bar alignment verification; concrete quality; and pavement thickness. If the test strip of concrete pavement meets specifications, then it shall be part of the paving surface and will be paid for under the appropriate bid items. An additional test strip will be required when:

1. The Contractor proposes using different paving equipment including the batch plant, paver, dowel inserter, tining, or curing equipment, or
2. Any portion of a test strip fails to conform to the provisions in Section 40-1.10, "Final Finishing," of the Standard Specifications for straight edge and profile requirements without the use of grinding or other corrective method, or
3. The dowel tolerances are not met, or
4. The pavement thickness deficiency is greater than 15 mm, or
5. A change in concrete mix design has occurred.

The Contractor shall perform coring of the test strips, as directed by the Engineer, as part of the dowel or tie bar placement tolerance verification. A minimum of six dowel bars shall be cored for each test strip. After removal of cores, voids in concrete pavement shall be cleaned and filled with cementitious backfill materials conforming to the requirements in "Dowel Placement Alignment Assurance (Core Drilling)" elsewhere in these special provisions.

Regardless of the placement method [load transfer assemblies (dowel baskets) or mechanical inserters] chosen by the Contractor, after the initial test strip is placed, operations shall be suspended until the Engineer has sufficient time to inspect dowel positioning to insure that proper alignment of dowels is being achieved. Dowel alignment tolerance allowance shall be in conformance to the requirements of these special provisions.

The Contractor shall change methods or equipment and construct additional test strips until a test strip conforms to the provisions in Section 40-1.10, "Final Finishing," of the Standard Specifications, and dowel bar alignment verification, without grinding or other corrective work. These additional test strips shall be limited to 200 meters in length.

If 3 test strips fail to conform to the finishing requirements as stated above, before grinding, all 3 strips shall be removed at the Contractor's expense and additional test strips shall be constructed that conform to the requirements of these special provisions.

The Engineer may waive the initial test strip if the Contractor is proposing to use a batch plant mixer and paving equipment with the same personnel that were satisfactorily used on a Department project within the preceding 12 months and the mixer has not been altered or moved. The same personnel shall be defined as the individuals as listed in the prepaving conference used on the preceding Department project.

Materials resulting from the construction of all rejected test strips shall become the property of the Contractor and shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

MATERIALS

Concrete

An air-entraining admixture conforming to the requirements in Section 90-4, "Admixtures," of the Standard Specifications shall be added to the concrete at the rate required to result in an air content of 6 (±1.5) percent in the freshly mixed concrete.

Tie Bars

Tie bars shall be deformed reinforcing steel bars conforming to the requirements of ASTM Designation: A 615/A 615M, Grade 300 or 400, and shall be epoxy-coated in conformance with the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications, except that references made to ASTM Designation: D 3963 shall be deemed to mean ASTM Designation: A 934 or A 775. Tie bars shall not be bent at the factory nor in the field.

Dowels

Dowels shall be smooth round epoxy-coated steel conforming to the requirements of ASTM Designation: A 36M and shall conform to the details shown on the plans and the provisions in Section 75-1.02, "Miscellaneous Iron and Steel," of the Standard Specifications, except galvanizing will not be required. Dowels shall be epoxy-coated and shall conform to the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications, except that references made to ASTM Designation: D 3963 shall be deemed to mean ASTM Designation: A 934.

Dowels shall be 460 mm ± 6 mm in length and shall be plain, smooth, round bars. Dowels shall be free from burrs or other deformations detrimental to free movement of the bars in the concrete.

Silicone Joint Sealant

Low modulus silicone joint sealant shall be furnished in a one-part silicone formulation. Acid cure sealants shall not be used. The compound shall be compatible with the surface to which it is applied and shall conform to the following requirements:

Specification	Test Method	Requirement
Tensile stress, 150% elongation, 7-day cure at 25°± 1°C and 45% to 55% R.H.[e]	ASTM D 412 (Die C)	310 kPa max.
Flow at 25° ± 1°C	ASTM C 639[a]	Shall not flow from channel
Extrusion Rate at 25° ± 1°C	ASTM C 603[b]	75-250 gms/min.
Specific Gravity	ASTM D 792 Method A	1.01 to 1.51
Durometer Hardness, at -18°C, Shore A, cured 7 days at 25° ± 1°C	ASTM C 661	10 to 25
Ozone and Ultraviolet Resistance, after 5000 hours	ASTM C 793	No chalking, cracking or bond loss
Tack free at 25° ± 1°C and 45% to 55% R.H.[e]	ASTM C 679	Less than 75 minutes
Elongation, 7 day cure at 25° ± 1°C and 45% to 55% R.H.[e]	ASTM D 412 (Die C)	500 percent min.
Set to Touch, at 25° ± 1°C and 45% to 55% R.H.[e]	ASTM D 1640	Less than 75 minutes
Shelf Life, from date of shipment	—	6 months min.
Bond, to concrete mortar-concrete briquets, air cured 7 days at 25° ± 1°C	AASHTO T 132[c]	345 kPa min.
Movement Capability and Adhesion, 100% extension at -18°C after, air cured 7 days at 25° ± 1°C, and followed by 7 days in water at 25° ± 1°C	ASTM C 719[d]	No adhesive or cohesive failure after 5 cycles

Notes:

a. ASTM C 639 Modified (15 percent slope channel A).
b. ASTM C 603, through 3-mm opening at 345 kPa.
c. Mold briquets in conformance with AASHTO Designation: T 132, sawed in half and bonded with a 1.5 mm maximum thickness of sealant and tested in conformance with AASHTO Designation: T 132. Briquets shall be dried to constant mass at 100 ± 5° C.
d. Movement Capability and Adhesion: Prepare 305 mm x 25 mm x 75 mm concrete blocks in conformance with ASTM Designation: C 719. A sawed face shall be used for bond surface. Seal 50 mm of block leaving 12.5 mm on each end of specimen unsealed. The depth of sealant shall be 9.5 mm and the width 12.5 mm.
e. R.H. equals relative humidity.

The silicone joint sealant shall be formulated to cure rapidly enough to prevent flow after application on grades of up to 15 percent.

A Certificate of Compliance for the silicone sealant shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate shall also be accompanied with a certified test report of the results of the required tests performed on the sealant material within the previous 12 months prior to proposed use. The Certificate and accompanying test report shall be provided for each lot of silicone joint sealant prior to use on the project.

INSTALLING TIE BARS

Tie bars shall be installed at longitudinal contact joints and longitudinal weakened plane joints as shown on the plans. In no case, shall any consecutive width of new portland cement concrete pavement tied together with tie bars exceed 15 meters. In no case shall tie bars be used at a joint where portland cement concrete and asphalt concrete pavements abut.

Tie bars shall be installed at longitudinal joints by one of the 3 following methods:

1. Drilling and bonding tie bars with epoxy shall conform to the details shown on the plans.
   The epoxy shall be a two-component, epoxy-resin, conforming to the requirements of ASTM Designation: C881, Type V. Grade 3 (Non-Sagging), and Class B. Epoxy shall be accompanied by a certificate of compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. A copy of the manufacturer's recommended installation procedure shall be provided to the Engineer at least 7 days prior to the start of work or at the prepaving conference, which ever occurs first.

The drilled holes shall be cleaned in conformance with the epoxy manufacturer's instructions and shall be dry at the time of placing the epoxy and tie bars. Immediately after inserting the tie bars into the epoxy, the tie bars shall be supported as necessary to prevent movement during the curing and shall remain undisturbed until the epoxy has cured a minimum time as specified by the manufacturer.

Tie bars that are improperly bonded, as determined by the Engineer, will be rejected. If rejected, adjacent new holes shall be drilled, as directed by the Engineer, and new tie bars shall be placed and securely bonded to the concrete. All work necessary to correct improperly bonded tie bars shall be performed at the Contractor's expense.

2. By inserting the tie bars into the plastic slipformed concrete before finishing the concrete. Any loose tie bars shall be replaced by drilling and grouting into place with epoxy as described in method 1 above at the Contractor's expense.
3. By using threaded dowel splice couplers fabricated from deformed bar reinforcement material, free of external welding or machining. Threaded dowel splice couplers shall be accompanied by a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, and shall be accompanied with installation instructions. The Certificate of Compliance shall be provided to the Engineer at the prepaving conference. Installation of threaded dowel splice couplers shall conform to the requirements of the manufacturer's recommendations.

DOWEL PLACEMENT

Dowels at transverse weakened plane joints and at transverse contact joints shall be placed as shown on the plans.

Dowels shall not be placed at transverse weakened plane joints within shoulder areas.

Dowels shall be placed by using load transfer assemblies (dowel baskets) or by mechanical insertion. Dowels shall be oriented parallel to the pavement lane centerline and surface of the pavement at mid slab depth. Dowel alignment shall be plus or minus 6 mm per 300 mm of dowel length in both horizontal and vertical planes.

Dowels shall be lubricated with a bond breaker over the entire bar. A bond breaker application of petroleum paraffin based lubricant or white pigmented curing compound shall be used to coat the dowels completely prior to placement. Oil or asphalt based bond breakers shall not be allowed. Paraffin based lubricant shall be Dayton Superior DSC BB-Coat or Valvoline Tectyl 506 or an approved equal. Paraffin based lubricant shall be factory applied. White pigmented curing compound shall conform to the requirements of ASTM Designation: C 309, Type 2, Class A, and shall contain 22 percent minimum nonvolatile vehicles consisting of at least 50 percent paraffin wax. Curing compound shall be applied in two separate applications. Each application of curing compound shall be applied at the approximate rate of one liter per 3.7 m^2.

When load transfer assemblies (dowel baskets) are used, they shall be securely anchored firmly to the base to hold all the dowel bars at the specified depth and alignment during concrete placement without displacement. Spacer wires connecting load transfer assemblies shall be cut or removed after the assemblies are anchored into position prior to concrete placement.

Load transfer assemblies (dowel baskets) shall be either epoxy-coated in conformance with the requirements of ASTM Designation: A 884 or shall be fabricated of commercial quality nonmetallic, non-organic material.

If load transfer assemblies are to be used, the Contractor shall submit working drawings for review by the Engineer, 14 days prior to installation or at the prepaving conference in conformance with the provisions in Section 5-1.02, "Plans and Working Drawing," of the Standard Specifications.

Approval of the initial placement of load transfer assemblies shall not constitute acceptance of the final position of the dowel bars.

Dowel Placement Alignment Assurance (Core Drilling)

Coring shall be provided by the Contractor throughout the project to confirm dowel placement as directed by the Engineer. Immediately after coring, the concrete cores shall be identified by the Contractor with a location description and submitted to the Engineer for inspection. The holes shall be cored by methods that will not shatter or damage the concrete adjacent to the holes.

After removal of cores, core hole voids in concrete pavement shall be cleaned and filled with cementitious backfill materials conforming to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and to the following mix portions:

Cement	Type III, 42.6 kg
Fine Aggregate	56.7 kg
Coarse Aggregate	99.9 kg (0.95-cm, max size)
Water	18.9 liters
Non-Chloride Accelerating Admixture**	0.68-kg
Expansion Agent*	127.6 g

* Expansion Agent – One part aluminum powder to 50 parts filler of inert fly ash or pumicite.

** Non-Chloride Accelerating Admixture – ASTM Designation: C494, Type C8

After placement of cementitious backfill material, the material while still plastic shall be trowelled smooth to match the pavement surface. The backfill material shall not evidence any depressions or surplus material above the level surface of the pavement.

Water for core drilling operations shall be from a local domestic water supply. Water used for coring shall not contain more than 1000 parts per million of chlorides as Cl, nor more than 1300 parts per million of sulfates as SO_4, nor shall it contain any impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

Water from core drilling operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into gutters or other drainage facilities.

The Engineer will randomly check dowel positioning by coring or other methods. Each day's paving will be checked by the Engineer within 2 calendar days by performing one test for every 1670 square meters of doweled pavement or fraction thereof. One test shall consist of drilling 2 cores, one on each end of a dowel bar to expose both ends and allow measurement for proper alignment. If the dowel bars are located incorrectly or air voids exist surrounding the dowel bars, additional cores will be required to determine the severity. The Engineer shall select the location for performing the test.

Dowel alignment shall conform to the specified tolerances. If at any time dowels are found to be installed improperly, the paving operations will be suspended and operations shall not begin until the Contractor has demonstrated to the Engineer that the problem which causes the improper dowel positioning has been corrected.

Joints containing dowels that do not conform to specifications will be rejected. The Contractor shall replace rejected joints by removing concrete a minimum of 0.9-m on each side of the joint by saw cutting. Concrete removal shall be by the lift out method (non-impact method). New dowel holes shall be drilled by the use of an automatic dowel-drilling rig for the dowels to be installed at the contact joint. Dowels shall be placed at the locations as shown on the plans for 2 new contact joints. No additional payment will be made for replacement of slabs and joints required due to joints (dowel placement) not conforming to the specified tolerances.

LIQUID JOINT SEALANT INSTALLATION

The joint sealant detail for transverse and longitudinal joints, as shown on the plans, shall apply only to all weakened plane joints. All weakened plane joints shall be constructed by the sawing method. Should grinding or grooving be required over or adjacent to any joint after sealant has been placed, the joint materials shall be completely removed and replaced at the Contractor's expense. All joints shall have a sealant recessed below the final finished surface as shown on the plans.

At the Contractor's option, transverse weakened plane joints shall be either Type DSC or Type SSC as shown on the plans. Longitudinal weakened plane joints shall be Type SSC only as shown on the plans.

Seven days after the concrete pavement placement and not more than 4 hours before placing backer rods and joint sealant materials, the joint walls shall be cleaned by the dry sand blast method and other means as necessary to completely remove from the joint all objectionable material such as soil, asphalt, curing compound, paint and rust. After cleaning the joint, all traces of sand, dust and loose material shall be removed from and near the joint for a distance along the pavement surfaces of at least 50 mm on each side of the joint by the use of a vacuum device. Surface moisture shall be removed at the joints by means of compressed air or moderate hot compressed air or other means approved by the Engineer. Drying procedures that leave a residue or film on the joint wall shall not be used. Sandblasting equipment shall have a maximum nozzle diameter size of 6±1 mm and a minimum pressure of 0.62-MPa.

Backer rod shall be installed as shown on the plans and shall be an expanded, closed-cell polyethylene foam that is compatible with the joint sealant so that no bond or adverse reaction occurs between the rod and sealant. Backer rod shall be installed when the temperature of the portland concrete pavement is above the dew point of the air and when the air temperature is 4°C or above. Backer rod shall be installed when the joints to be sealed have been properly patched, cleaned and dried, as determined by the Engineer. Methods of placing backer rod that leave a residue or film on the joint walls, shall not be used.

Immediately after placement of the backer rod, joint sealant shall be placed in the clean, dry, prepared joints as shown on the plans. The joint sealant shall be applied by a mechanical device with a nozzle shaped to fit inside the joint to introduce the sealant from inside the joint. Adequate pressure shall be applied to the sealant to ensure that the sealant material is extruded evenly and that full continuous contact is made with the joint walls. After application of the sealant the surface of the sealant shall be recessed as shown on the plans.

Any failure of the joint material in either adhesion or cohesion of the material will be cause for rejection of the joint. The finished surface of joint sealant shall conform to the dimensions and allowable tolerances shown on the plans. Rejected joint materials or joint material whose finished surface does not conform to the dimensions shown on the plans, as determined by the Engineer, shall be repaired or replaced, at the Contractor's expense, with joint material that conforms to the requirements.

After each joint is sealed, all surplus joint sealer on the pavement surface shall be removed. Traffic shall not be permitted over the sealed joints until the sealant is tack free and set sufficiently to prevent embedment of roadway debris into the sealant.

CONSTRUCTING TRANSVERSE CONTACT JOINTS

A transverse (contact) construction joint shall be constructed at the end of each day's work or where concrete placement is interrupted for more than 30 minutes, to coincide with the next weakened plane joint location.

If sufficient concrete has not been mixed to form a slab to match the next weakened plane joint, when an interruption occurs, the excess concrete shall be removed and disposed of back to the last preceding joint. The cost of removing and disposing of any excess concrete shall be at the Contractor's expense. Any excess material shall be become the property of the Contractor and shall be properly disposed of.

A metal or wooden bulkhead (header) shall be used to form the joint. The bulkhead shall be designed to accommodate the installation of dowel bars.

MEASUREMENT AND PAYMENT

Sealing longitudinal and transverse weakened plane joints in portland cement concrete pavement will be measured by the meter.

The contract price paid per meter for seal pavement joint shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in sealing pavement joints complete in place, including sawing, cleaning and preparing the joints in the concrete pavement, furnishing and installing backer rod, repairing and patching spalled or raveled sawed joints, and replacing or repairing rejected joints, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing and placing epoxy-coated tie bars and lubricated epoxy- coated dowels in portland cement concrete pavement shall be considered as included in the contract price paid per cubic meter for concrete pavement and no separate payment will be made therefor.

Full compensation for drilling holes and bonding tie bars with epoxy resin shall be considered as included in the contract price per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

Full compensation for constructing test strips and coring the test strip shall be considered as included in the contract price per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

Full compensation for furnishing and applying curing compound shall be considered as included in the contract price paid per cubic meter for concrete pavement and no separate payment will be made therefor.

Full compensation for providing the prepaving conference facility and the required Contractor personnel at the conference, and for doing all the work involved in arranging for the prepaving conference (except for the costs involved in providing an instructor for the training class) shall be considered as included in the contract price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

The costs involved in providing an instructor at the 4-hour training class as part of the prepaving conference will be paid for as extra work in conformance with the provisions in Section 4-1.03D, "Extra Work," of the Standard Specifications except that no markups will be added to the costs involved.

Full compensation for core drilling shall be included in the contract price per cubic meter for concrete pavement and no additional compensation will be allowed therefor. Core drilling shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in coring the holes, including the control and disposal of water from core drilling and backfilling core holes with cementitous material.

If the Engineer orders more dowel coring than the one test for every 1670 square meter of doweled pavement, the additional cores will be paid for as extra work in conformance with the provisions in Section 4-1.03D, "Extra Work," of the Standard Specifications provided that the cores show that the dowel is within alignment tolerances. Cores that show the dowels are out of alignment will not be paid for as extra work and the drilling for the cores shall be included in the contract price per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

10-1.29 STRUCTURE APPROACH SLABS (TYPE R)

Structure approach slabs (Type R) shall consist of removing existing seal material and joint filler, existing pavement and base including asphalt concrete surfacing, and constructing new reinforced concrete approach slabs at structure approaches as shown on the plans and in conformance with these special provisions.

GENERAL

The thickness shown on the plans for structure approach slabs is the minimum thickness. The thickness will vary depending on the thickness of the pavement and base materials removed.

Where pavement subsealing has been performed under existing approach slabs, the subsealing material shall be removed for its full depth. Where removal of cement treated base is required to construct the approach slab, the entire thickness of the cement treated base shall be removed.

Voids between the new reinforced structure approach slab and the base material remaining in place that are caused by removal of subsealing material or cement treated base shall be filled, at the option of the Contractor, with aggregate base (approach slab) or structure approach slab concrete.

The Contractor shall establish a grade line for new approach slabs by setting stringlines on each side of the proposed approach slab. The stringlines shall start approximately 30 m from the structure and extend approximately 15 m onto the structure. The stringlines shall be adjusted as necessary to provide a smooth profile grade for the new approach slab. The profile grade will be subject to the approval of the Engineer.

At locations where the removal of existing materials and approach slab construction is not required to be completed within the same work period, the requirements for "Temporary Roadway Structural Section" shall not apply. The Contractor shall have the option of:

A. Curing the approach slab concrete for not less than 5 days prior to opening to public traffic, or
B. Constructing the approach slab using concrete with a non-chloride Type C chemical admixture and curing the approach slab concrete at least 6 hours prior to opening to public traffic.

TEMPORARY ROADWAY STRUCTURAL SECTION

A sufficient standby quantity, as determined by the Engineer, of asphalt concrete and aggregate base shall be provided at the project site for construction of a temporary roadway structural section where existing approaches to structures are being replaced. The temporary structural section shall be maintained and later removed as a first order of work when the Contractor is able to construct and cure the approach slab within the prescribed time limit. The temporary structural section shall consist of 90-mm thick layer of asphalt concrete over aggregate base.

The aggregate base for the temporary structural section shall conform to the requirements specified under "Aggregate Base (Approach Slab)" of these special provisions.

The asphalt concrete for the temporary structural section shall be produced from commercial quality aggregates and asphalt binder. The grading of the aggregate shall conform to the 19-mm maximum medium grading in Section 39-2.02, "Aggregate," of the Standard Specifications and the asphalt binder shall conform to the requirements of liquid asphalt SC-800 in Section 93, "Liquid Asphalts," of the Standard Specifications. The amount of asphalt binder to be mixed with the aggregate shall be approximately 0.3-percent less than the optimum bitumen content as determined by California Test 367.

Aggregate base and asphalt concrete for the temporary structural section shall be spread and compacted by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material and a surfacing of uniform smoothness, texture, and density. The aggregate base and the asphalt concrete may each be spread and compacted in one layer. The finished surface of the asphalt concrete shall not vary more than 15 mm from the lower edge of a 3.6-m straightedge placed parallel with the centerline and shall match the elevation of the existing concrete pavement and structure along the joints between the existing pavement and structure and the temporary surfacing.

The material from the removed temporary structural section shall be disposed of outside the highway right of way in conformance with Section 7-1.13 of the Standard Specifications except that removed aggregate base may be stockpiled at the project site and reused for construction of another temporary structural section. When no longer required, standby material or stockpiled material for construction of temporary structural sections shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13.

REMOVING EXISTING PAVEMENT AND BASE MATERIALS

The outline of portland cement concrete to be removed shall be sawed full depth with a power-driven concrete saw.

The outlines of excavations in asphalt concrete shall be cut on a neat line to a minimum depth of 75 mm with a power-driven concrete saw or wheel-type rock cutting excavator before any asphalt concrete material is removed. These excavations shall be permanently or temporarily backfilled to conform to the grade of the adjacent pavement prior to opening the lane to public traffic. Surplus excavated material may be used as temporary backfill material.

Regardless of the type of equipment used to remove concrete within the sawed outline, the surface of the concrete to be removed shall not be impacted within 0.5-m of the pavement to remain in place. Removing existing pavement and base materials shall be performed without damage to the adjacent structure or pavement that is to remain in place. Damage to the structure or to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer. Damaged pavement shall be removed and replaced with new concrete pavement if ordered by the Engineer. Repairing damage to structures or repairing or removing and replacing damaged pavement outside the limits of structure approach slabs shall be at the Contractor's expense.

Materials removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

The base material remaining in-place, after removing the existing pavement and base materials to the required depth, shall be graded uniformly, watered, and compacted. The finished surface of the base material at any point shall not extend above the grade approved by the Engineer.

Areas of the base material that are low as a result of over excavation shall be filled, at the Contractor's expense, with structure approach slab concrete at the time and in the same operation that the new concrete is placed.

AGGREGATE BASE (APPROACH SLAB)

The aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete shall be produced from commercial quality aggregates consisting of broken stone, crushed gravel or natural rough-surfaced gravel, and sand, or any combination thereof. The grading of the aggregate base shall conform to the 19-mm maximum grading specified in Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications.

Aggregate base (approach slab) for filling voids below the reinforced structure approach slab concrete shall be spread and compacted by methods that will produce a well-compacted, uniform base, free from pockets of coarse or fine material. The aggregate base shall be watered and compacted to the grade approved by the Engineer. Where the required thickness of aggregate base is 200 mm or less, the base may be spread and compacted in one layer. Where the required thickness of aggregate base is more than 200 mm, the base shall be spread and compacted in 2 or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 200 mm. The finished surface of the base material at any point shall not extend above the grade approved by the Engineer. Areas of the base material that are lower than the grade approved by the Engineer, shall be filled with structure approach slab concrete at the time and in the same operation that the new concrete is placed.

STRUCTURE APPROACH SLAB

Reinforced concrete approach slabs shall conform to the provisions for approach slabs in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Concrete for use in approach slabs shall contain not less than 400 kg of cement per cubic meter.

Miscellaneous steel parts and all steel components of abutment ties including plates, nuts, washers, and rods shall conform to the provisions in Section 75-1.03, "Miscellaneous Bridge Metal," of the Standard Specifications.

Portland cement for use in concrete using a non-chloride Type C chemical admixture shall be Type II Modified, Type II Prestress, or Type III. Type II Modified and Type III cement shall conform to the provisions in Section 90-2.01, "Portland Cement," of the Standard Specifications. Type II Prestress cement shall conform to the requirements of Type II Modified cement, except the mortar containing the portland cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not contract in air more than 0.053-percent.

The non-chloride Type C chemical admixture shall be approved by the Engineer and shall conform to the requirements in ASTM Designation: C 494 and Section 90-4, "Admixtures," of the Standard Specifications.

The concrete with non-chloride Type C chemical admixture shall be prequalified prior to placement in conformance with the provisions for prequalification of concrete specified by compressive strength in Section 90-9.01, "General," of the Standard Specifications and the following:

A. Immediately after fabrication of the 5 test cylinders, the cylinders shall be stored in a temperature medium of 21 ± 1.5°C until the cylinders are tested.
B. The 6-hour average strength of the 5 test cylinders shall not be less than 5.85 MPa. No more than 2 test cylinders shall have a strength of less than 5.5 MPa.

Building paper shall be commercial quality No. 30 asphalt felt.

Polyvinyl chloride (PVC) conduit used to encase the abutment tie rod shall be commercial quality.

Bar reinforcement or abutment tie rods in drilled holes shall be bonded in conformance with the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the Standard Specifications.

The top surface of approach slabs shall be finished in conformance with the provisions in Section 51-1.17, "Finishing Bridge Decks," of the Standard Specifications. The finished top surface shall not vary more than 6 mm from the lower edge of a 3.6-m straightedge placed parallel with the centerline. Edges of slabs shall be edger finished.

The surface of the approach slab will not be profiled and the Profile Index requirements shall not apply.

Approach slabs shall be cured with pigmented curing compound (1) in conformance with the provisions for curing structures in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications. The minimum curing period as specified in this section-"Structure Approach Slabs (Type R)" shall be considered to begin at the start of discharge of the last truck load of concrete to be used in the slab. Fogging of the surface with water after the curing compound has been applied will not be required. Should the film of curing compound be damaged from any cause before the approach slab is opened to public traffic, the damaged portion shall be repaired immediately with additional compound, at the Contractor's expense. Damage to the curing compound after the approach slab is opened to public traffic shall not be repaired.

If the ambient temperature is below 18°C during the curing period, an insulating layer or blanket shall cover the surface. The insulation layer or blanket shall have an R-value rating given in the table below. At the Contractor's option, a heating tent may be used in lieu of or in combination with the insulating layer or blanket:

Temperature range during curing period	R-value, minimum
13°C to 18°C	1
7°C to 13°C	2
4°C to 7°C	3

Tests to determine the coefficient of friction of the final textured surface will be made only if the Engineer determines by visual inspection that the final texturing may not have produced a surface having the specified coefficient of friction. Tests to determine the coefficient of friction will be made after the approach slab is opened to public traffic, but not later than 5 days after concrete placement. The coefficient of friction will be measured by California Test 342. Portions of completed concrete surfaces that are found to have a coefficient of friction less than 0.35 shall be ground or grooved parallel to the center line in conformance with the provisions for bridge decks in Section 42, "Groove and Grind Pavement," of the Standard Specifications.

JOINTS

Hardboard and expanded polystyrene shall conform to the provisions in Section 51-1.12D, "Sheet Packing, Preformed Pads and Board Fillers," of the Standard Specifications.

Type AL joint seals shall conform to the provisions in Section 51-1.12F, "Sealed Joints," of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods.

The pourable seal between the steel angle and concrete barrier shall conform to the requirements for Type A and AL seals in Section 51-1.12F(3), "Materials and Installation," of the Standard Specifications. The sealant may be mixed by hand-held power-driven agitators and placed by hand methods. Immediately prior to placing the seal, the joint shall be thoroughly cleaned, including abrasive blast cleaning of the concrete surfaces, so that all foreign material and concrete spillage are removed from all joint surfaces. Joint surfaces shall be dry at the time the seal is placed.

MEASUREMENT AND PAYMENT

Structural concrete, approach slab (Type R) will be measured and paid for in conformance with the provisions in Section 51-1.22, "Measurement," and Section 51-1.23, "Payment," of the Standard Specifications and these special provisions.

Full compensation for removing and disposing of existing seal material and joint filler, pavement materials, and for furnishing and placing miscellaneous metal, epoxy-coated materials, Type AL joint seals, and pourable seals shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab (Type R) and no separate payment will be made therefor.

The quantity of aggregate base (approach slab) to be paid for shall include the actual volume of aggregate base (approach slab) used to fill voids below the reinforced structure approach slab concrete, except for the volume of areas low as a result of over excavation. The volume to be paid for will be calculated on the basis of the constructed length, width, and thickness of the filled voids. Structure approach slab concrete used to fill voids lower than the approved grade of the base, except for the areas low as a result of over excavation by the Contractor, will be measured and paid for by the cubic meter as aggregate base (approach slab).

No adjustment of compensation will be made for any increase or decrease in the quantity of aggregate base (approach slab) required, regardless of the reason for such increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to the item of aggregate base (approach slab).

The contract price paid per cubic meter for aggregate base (approach slab) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base (approach slab), complete in place, including excavation and removing and disposing of base and subsealing materials, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing, stockpiling, and disposing of standby material for construction of temporary structural sections; and for constructing, maintaining, removing, and disposing of temporary structural sections shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab (Type R) and no separate payment will be made therefor.

Full compensation for drilling and bonding of bar reinforcement or abutment tie rods shall be considered as included in the contract price paid per cubic meter for structural concrete, approach slab (Type R) and no separate payment will be made therefor.

10-1.30 PAVING NOTCH EXTENSION

This work shall consist of extending existing paving notches in conformance with the details shown on the plans and these special provisions.

Concrete for the paving notch extensions shall conform to the provisions for structure approach slab concrete of these special provisions.

At least 12 hours shall elapse between the time of placing concrete for the paving notch extension and placing concrete for the structure approach slab.

The construction joint between the paving notch extension and the existing abutment shall conform to the provisions for horizontal construction joints in Section 51-1.13, "Bonding," of the Standard Specifications. Concrete shall be placed in the spalled portions of the existing paving notch concurrently with the concrete for the paving notch extension.

Bar reinforcing steel shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Structure excavation and backfill shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications.

Drilling of holes and bonding of reinforcing steel dowels shall conform to the provisions for drilling and bonding dowels in Section 83-2.02D(1), "General," of the Standard Specifications.

The quantity of concrete for paving notch extension will be measured by the cubic meter as determined in conformance with the dimensions shown on the plans or other dimensions that may be ordered in writing by the Engineer.

The contract price paid per cubic meter for paving notch extension shall include full compensation for furnishing all labor, materials (including concrete for the paving notch spalled areas), tools, equipment, and incidentals, and for doing all the work involved in constructing the paving notch extension, complete in place, including structure excavation and backfill, reinforcement, and drilling and bonding dowels, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.31 SEALING JOINTS

Joints in concrete bridge decks and joints between concrete structures and concrete approach slabs shall be sealed in conformance with the details shown on the plans, the provisions in Section 51, "Concrete Structures," of the Standard Specifications, and these special provisions.

Where polyurethane seals are shown on the plans, a silicone sealant conforming to the provisions in Section 51–1.12F, "Sealed Joints," of the Standard Specifications may be used.

When ordered by the Engineer, a joint seal larger than called for by the Movement Rating shown on the plans shall be furnished and installed. Payment to the Contractor for furnishing the larger seal and for saw cutting the increment of additional depth of groove required will be determined as provided in Section 4-1.03, "Changes," of the Standard Specifications.

Saw cutting of grooves will not be required at existing joints that are to be sealed with Type A joint seal unless ordered by the Engineer. The Contractor shall make saw cuts as ordered by the Engineer and the saw cutting will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

10-1.32 REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

The third paragraph of Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications. The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph of Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

Reinforcing Bar Number	Total Slip (μm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

The first paragraph of Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

Individual hoops, made continuous with butt welded splices, which are substituted for spiral reinforcement, shall conform to the requirements for "Ultimate Butt Splices" of these special provisions.

10-1.33 TREAT BRIDGE DECKS

Treating bridge decks shall consist of test sealing and furnishing and applying a penetrating sealer in conformance with details shown on the plans and the requirements of these special provisions.

The following bridges shall be treated:

BROADWELL WASH BRIDGE, Bridge Nos. 54-0757R/L
ASH HILL WASH BRIDGE, Bridge Nos. 54-0758R/L
BISMARK WASH BRIDGE, Bridge Nos. 54-0759R/L
BRISTOL MOUNTAIN WASH BRIDGE, Bridge Nos. 54-0760R/L
ORANGE BLOSSOM WASH BRIDGE, Bridge Nos. 54-0849R/L

Prior to treating bridge decks, the deck surface shall be cleaned as specified in "Clean Bridge Deck" of these special provisions.

Before starting deck treatment work on the project, the Contractor shall submit, for approval by the Engineer, a program for public safety associated with use of methacrylate resin during the construction of the project. Such program shall identify materials, equipment and methods to be used. The Contractor shall not perform any deck treatment work on the project, other than that specifically authorized in writing by the Engineer, until such program has been approved.

If the measures being taken by the Contractor are inadequate to provide for public safety associated with use of methacrylate resin, the Engineer will direct the Contractor to revise his operations and his public safety program. Such directions will be in writing and will specify the items of work for which the Contractor's program for public safety associated with use of methacrylate resin are inadequate. No further work shall be performed on said items until the public safety measures are adequate and, if required, a revised program for public safety associated with use of methacrylate resin has been approved.

The Engineer will notify the Contractor of the approval or rejection of any submitted or revised program for public safety associated with use of methacrylate resin in not more than 10 working days.

The State will not be liable to the Contractor for failure to approve all or any portion of an originally submitted or revised program for public safety associated with use of methacrylate resin, nor for any delays to the work due to the Contractor's failure to submit an acceptable program for public safety associated with use of methacrylate resin.

A Material Safety Data Sheet shall be furnished prior to use for each shipment of high molecular weight methacrylate resin.

The Contractor shall allow 14 days for sampling and testing of the high molecular weight methacrylate resin prior to proposed use.

The entire deck surface shall be cleaned by manual or power sweeping, and all loose material shall be blown from visible cracks using high pressure air.

The material used for treating the concrete shall be a high molecular weight methacrylate resin conforming to the following:

High Molecular Weight Methacrylate (HMWM) Resin		
PROPERTY	REQUIREMENT	TEST METHOD
* Viscosity	0.025 Pa·s, maximum, (Brookfield RVT with UL adaptor, 50 RPM at 25°C)	ASTM D 2196
* Specific Gravity	0.90, minimum, at 25°C	ASTM D 1475
* Flash Point	82°C, minimum	ASTM D 3278
* Vapor Pressure	1.0 mm Hg, maximum, at 25°C	ASTM D 323
Tack-free time	400 minutes, maximum at 25°C	California Test 551
PCC Saturated Surface-Dry Bond Strength	3.5 MPa, minimum at 24 hours and 21±1°C	California Test 551
* Test shall be performed prior to adding initiator.		

A compatible promoter/initiator system shall be capable of providing a resin gel time of not less than 40 minutes nor more than 1.5 hours at the temperature of application. Gel time shall be adjusted to compensate for the changes in temperature throughout treatment application.

The relative humidity shall be less than 90 percent at time of treatment.

Traffic shall not be permitted on the treated bridge deck until: (1) the treated surface is tack free (non oily), and (2) the sand cover adheres sufficiently to resist brushing by hand.

The Contractor shall seal a test area of approximately 50 square meters at a location approved by the Engineer. Conditions during the test sealing and equipment used in the test shall be similar to those expected and to be used for the deck sealing operations. Prior to treating the bridge decks within the traveled way, the test seal shall comply with the above 2 requirements for traffic use of the treated decks, and the coefficient of friction of the deck shall be at least 0.35 when tested in conformance with the requirements in California Test 342.

Should the above 2 requirements for traffic use not be met, the Contractor shall suspend treating of bridge decks until another test area is sealed and passes the requirements for the first test area.

The promoter and initiator, if supplied separately from the resin, shall not be mixed directly with each other. Containers of promoters and initiators shall not be stored together in a manner that will allow leakage or spillage from one to contact the containers or material of the other.

The quantity of resin mixed with promoter and initiator shall be limited to 20 L at a time for manual application.

Machine application of the resin may be performed by using a two-part resin system utilizing a promoted resin for one part and an initiated resin for the other part. This two-part resin system may be combined at equal volumes to spray bars through separate positive displacement pumps. Combining of the 2 components may be by either static in-line mixers or by external intersecting spray fans. The pump pressure at the spray bar shall not be great enough to cause appreciable atomization of the resin. Compressed air shall not be used to produce the spray. A shroud shall be used to enclose the spray bar apparatus. Hand held spray apparatus will not be allowed.

Joints, drainage facilities and pavement markers shall be adequately protected to prevent contamination by the treatment material. Contaminated items shall be repaired at the Contractor's expense. Traffic stripes and pavement markings shall be cleaned to remove resin during the process of deck treatment or replaced at the Contractor's expense.

The prepared area shall be dry and the surface temperature shall not exceed 38°C when the resin is applied. The rate of application of promoted/initiated resin shall be approximately 2.5 square meter per liter; the exact rate shall be determined by the Engineer.

The deck surfaces to be treated shall be flooded with resin, allowing penetration into the concrete and filling of all cracks. The treatment shall be applied within 5 minutes after complete mixing. A significant increase in viscosity shall be cause for rejection. Excess material shall be redistributed by squeegees or brooms within 10 minutes after application.

After the resin has been applied, at least 20 minutes shall elapse before applying sand. The sand shall be commercial quality dry blast sand. Ninety-five percent of the sand shall pass the 2.36-mm sieve, and 95 percent shall be retained on the 850-µm sieve. The sand shall be applied at a rate of approximately one kilogram per square meter.

Excess sand shall be removed from the deck surface by vacuuming or sweeping prior to opening to traffic.

Treating bridge deck surfaces will be measured by the square meter based on plan dimensions and will be paid for as treat bridge deck. Furnishing the high molecular weight methacrylate resin will be measured by the liter of mixed material actually placed and will be paid for as furnish bridge deck treatment material. No payment will be made for material wasted or not used in the work.

The contract price paid per square meter for treat bridge deck shall include full compensation for furnishing all labor, materials, (including sand, but excluding treatment material), tools, equipment and incidentals, and for doing all the work involved in test sealing, applying treatment material and removing excess sand, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

The contract price paid per liter for furnish bridge deck treatment material (low odor) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary to furnish the bridge deck treatment material to the site of the work, ready for application, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Full compensation for compliance with the requirements for the program for public safety associated with use of methacrylate resin, shall be considered as included in the contract prices paid for the items of work involving treating bridge decks and no additional compensation will be allowed therefor.

10-1.34 EDGE DRAIN

Edge drains shall conform to the provisions in Section 68-3, "Edge Drains," of the Standard Specifications and these special provisions.

Outlet and vent covers will not be required.

10-1.35 OVERSIDE DRAIN

Steel entrance tapers, slip joints, metal pipe downdrain anchor assemblies, and steel pipe downdrains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications and these special provisions.

Steel entrance tapers and pipe downdrains shall be fabricated from zinc-coated steel sheet.

10-1.36 OVERSIDE DRAIN

Asphalt concrete overside drains shall be modified as shown on the plans, or as directed by the Engineer and shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications.

10-1.37 SLOPE PROTECTION

Slope protection shall be placed or constructed as shown on the plans in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.

10-1.38 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and delineators on flexible posts shall conform to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

10-1.39 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m^3, and need not be incised.

TERMINAL SYSTEM (TYPE ET)

Terminal system (Type ET) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type ET) shall be an ET-2000 (4-tube system) extruder terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type ET) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the ET-2000 (4-tube system) extruder terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the ET-2000 (4-tube system) extruder terminal, FOB Centerville, Utah is $1,305, not including sales tax.

The above price will be firm for orders placed on or before December 31, 2000, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that the terminal systems (Type ET) conform to the contract plans and specifications, conform to the prequalified design and material requirements, and were manufactured in conformance with the approved quality control program.

The terminal system (Type ET) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. The wood terminal posts shall be inserted into the steel foundation tubes by hand and shall not be driven. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type ET) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

TERMINAL SYSTEM (TYPE SRT)

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal, FOB Centerville, Utah is $865, not including sales tax.

The above price will be firm for orders placed on or before December 31, 2000, provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

10-1.40 THERMOPLASTIC PAVEMENT MARKING

Thermoplastic pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material shall conform to the requirements in State Specification 8010-19A.

At the option of the Contractor, permanent striping tape as specified in "Prequalified and Tested Signing and Delineation Materials" of these special provisions, may be placed instead of the thermoplastic pavement markings specified herein, except that 3M, "Stamark" Series A320 Bisymetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic pavement markings, the pavement tape will be measured and paid for by the square meter as thermoplastic pavement marking.

10-1.41 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)

Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall conform to the requirements of the Department of Transportation Specification PTH 392B, for Thermoplastic Traffic Striping Material, Sprayable, White and Yellow.

Sprayable thermoplastic material for traffic stripes shall be applied by spray methods in a single uniform layer at the minimum thickness of 0.76-mm.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 177°C and 205°C, unless a different temperature is recommended by the manufacturer.

At the option of the Contractor, permanent striping tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions, may be placed instead of the sprayable thermoplastic traffic stripes specified herein, except that "Stamark" Brand Pavement Tape, Bisymetric 1.75 Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of sprayable thermoplastic traffic stripes, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe (sprayable).

Sprayable thermoplastic traffic stripes will be measured by the meter along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two, 100 mm wide yellow stripes will be measured as one traffic stripe.

The contract price paid per meter for thermoplastic traffic stripe (sprayable) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.42 PAINT TRAFFIC STRIPE

Painted traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

At the option of the Contractor, permanent striping tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions, may be placed instead of the painted traffic stripes specified herein, except that 3M, "Stamark" Series A320 Bisymetric Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of painted traffic stripes, the pavement tape will be measured and paid for by the meter as paint traffic stripe of the number of coats designated in the Engineer's Estimate.

10-1.43 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____
   _____

   a. Describe the role of the MBE firm in the joint venture. _____
      _____
   b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____
      _____

5. Nature of the joint venture's business _____
   _____
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? _____
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

   a. Profit and loss sharing.
   b. Capital contributions, including equipment.
   c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   a. Financial decisions _____
   b. Management decisions, such as:

      (1) Estimating _____
      (2). Marketing and sales _____
      (3). Hiring and firing of management personnel _____
      _____
      (4) Purchasing of major items or supplies _____
      _____

   c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ___ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

   b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

    a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

    b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

    c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

    d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

    e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

    a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

    b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

    c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the

event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of

race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers**:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

   The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

   a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

   b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or

does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the

Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

   d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

   a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

   c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

   d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

   e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

   f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	**Redding, CA:**	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc;CA Plumas;CA Shasta; CA Siskiyou; CA Tehama.	
175	**Eureka, CA**	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	**San Francisco-Oakland-San Jose, CA:**	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	**Sacramento, CA**:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	**Stockton-Modesto, CA:**	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa;CA Merced; CA Tuolumne.	

		Goal (Percent)
179	**Fresno-Bakersfield, CA**	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	**Los Angeles, CA:**	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	**San Diego, CA:**	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.